

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE S		PAGE OF PAGES 1 41	
2. AMENDMENT/MODIFICATION NO. 0011		3. EFFECTIVE DATE 31-Jul-2007		4. REQUISITION/PURCHASE REQ. NO. W81GYE63429001		5. PROJECT NO.(If applicable)	
6. ISSUED BY SDDC CONTRACTING CENTER 200 STOVALL STREET ALEXANDRIA VA 22332-5000		CODE W81GYE		7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W81GYE-07-R-0005	
				X		9B. DATED (SEE ITEM 11) 02-Mar-2007	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This solicitation amendment makes the following changes: a. "Item #5. Warehouse layout diagram signed and dated by local fire official" is deleted from 52.212-1 Addendum Technical Volume 2 and from 52.212-2 Addendum Instructions to Offerors Factor 2 Technical. b. Section 3.1, Contractor-Furnished Storage Facilities, of the Performance Work Statement, is changed to read "The Contractor shall have available for presentation a warehouse layout diagram(s) that has been reviewed, signed and dated by an appropriate official of the local fire department, not later than ten (10) working days after receipt of contract award notification from the Government." c. The due date and time for receipt of technical and price final revised proposals is 3 August 2007 at 4:30 PM. SEE CONTINUATION SHEET							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		31-Jul-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

FINAL REVISED PROPOSALS

c. Discussions have been concluded. Final proposal revisions shall be in writing (original and four copies) and are due not later than 4:30 PM on Friday, August 3, 2007. The Government reserves the right to make award without obtaining further revisions. Offerors who do not wish to revise their proposals must so notify the Government in writing not later than the date and time specified for the receipt of final proposal revisions.

d. All other terms and conditions remain the same.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 06-Jul-2007 02:00 PM to 03-Aug-2007 04:30 PM.

The following have been modified:

PERFORMANCE WORK STATEMENT**MILITARY SURFACE DEPLOYMENT AND DISTRIBUTION COMMAND
EAST COAST NON-TEMPORARY STORAGE SERVICES
PERFORMANCE WORK STATEMENT (PWS)****1.0 Background****1.1. Objective****1.1.1 Scope****1.2 General**

1.2.1 Contractor Responsibilities

1.2.2 Transportation Operational Personal Property Standard System (TOPS)

1.2.3 Period of Performance

1.2.4 Place of Performance and Hours of Operation.

1.2.5 Privacy Act Information Protection

1.2.6 Out-Of-Pocket Expense

1.3 Contractor Personnel

1.3.1 Contractor Personnel Qualifications

1.3.2 Contractor Manager

1.3.3 Language Requirement

1.3.4 Contractor Personnel Work Conditions

1.3.5 Contractor Personnel Employment Restrictions

1.3.6 Contractor Personnel Training

- 1.3.7 Contractor Personnel Management
- 1.3.8 Contractor Safety Requirements

1.4 Transition Period

- 1.4.1 Successor Contractor
 - 1.4.1.1 Contractor Responsibilities
 - 1.4.1.1.1 Transition Plan
 - 1.4.1.1.2 Transition Period Inventory
 - 1.4.1.1.3 Stored NTS Shipments
 - 1.4.1.1.4 Preparation of Shipments
 - 1.4.1.1.5 Customer Records

1.5 Invoices

- 1.5.1 Submission of Invoices
 - 1.5.1.2 Mandatory Invoice Information
 - 1.5.1.3 Government Quality Assurance
 - 1.5.1.4 Automated Invoices
 - 1.5.1.5 Storage Charges
 - 1.5.1.6 Final Invoices
- 1.5.2 Invoice Payment
 - 1.5.2.1 Contractor Invoices
 - 1.5.2.2 Rejection of Charges
- 1.5.3 Acceptance of Services

1.6 Quality Control, Reporting and Records

- 1.6.1 Quality Control Plan (QCP)
- 1.6.2 Quality Assurance Surveillance Plan (QASP)
- 1.6.3 Problem/Failure
- 1.6.4 Customer Service Assistance
- 1.6.5 Visits/Inspections

2.0 Government-Furnished Property

- 2.1 Property Accountability and Security
- 2.2 Property Loss Notification
- 2.3 Transportation Operational Personal Property Standard System (TOPS)
 - 2.3.1 TOPS Hardware/Software
 - 2.3.2 TOPS Operations/Equipment/Set-Up/Removal of System
 - 2.3.3 TOPS Personnel Training
 - 2.3.3.1 Basic TOPS Administrator Training
 - 2.3.3.2 Optional TOPS Administrator Training
 - 2.3.3.4 Functional TOPS Training

3.0 Contractor-Furnished Property

- 3.1 Contractor-Furnished Storage Facilities
 - 3.1.2 Contractor-Furnished Office Space and Furniture
 - 3.1.2.1 COR Office Re-Keying
 - 3.1.2.2 COR Office Cleaning
 - 3.1.2.3 COR Phone and Mail Expenses
 - 3.1.3 Contractor Storage Facility Flood Hazard Determination
- 3.2 Contractor-Provided Network Connectivity
- 3.3 Structural, Environmental and other Storage Facility Requirements
 - 3.3.1 Structural
 - 3.3.2 Fire Prevention/Protection and Insect/Rodent Control
 - 3.3.3 Warehouse Fumigation

- 3.3.4 Facility Security
- 3.3.5 Warehouseman's Legal Liability Insurance
- 3.3.6 Full Replacement Value
- 3.4 Full Replacement Value (FRV) Claims Process
- 3.5 Household Goods/Unaccompanied Baggage Shipping Containers
 - 3.5.1 Lift Vans
 - 3.5.2 Wooden Overflow Boxes (Containerized Shipments)
 - 3.5.3 Fiberboard Containers
 - 3.5.4 Multi-Wall Cartons
 - 3.5.5 Unaccompanied Baggage Shipping Containers
 - 3.5.5.1 Domestic
 - 3.5.5.2 International
- 3.6 Office Supplies and Materials
- 3.7 Contractor-Generated Forms
- 3.8 Other References

4.0 Contractor Tasks

- 4.1 General
 - 4.1.1 Performance Requirements
 - 4.1.1.1 Performance Objective
 - 4.1.1.2 Performance Measures
 - 4.1.1.3 Performance Standards
 - 4.1.2 Storage Facility Operation
 - 4.1.3 Information Management
 - 4.1.3.1 Monthly Contract Performance Status Reports
 - 4.1.3.2 Monthly TOPS Reports
 - 4.1.3.3 Condition of Work Locations
- 4.2 Seavan Containers
 - 4.2.1 Inspection and Inventory of HHG/UB Shipment Containers
 - 4.2.2 Container Seavan Receipt.
 - 4.2.2.1 Exceptions
 - 4.2.2.2 Rejections
 - 4.2.2.3 Non HHG/UB in Seavans.
- 4.3 Handling-In
 - 4.3.1 Seavan Unstuffing
 - 4.3.2 HHG/UB Containers: Banding, Coopering, Marking, and Replacing
 - 4.3.2.1 Banding
 - 4.3.2.2 Coopering and Marking
 - 4.3.2.3 Replacing HHG/UB Containers
 - 4.3.2.4 Fumigation
 - 4.3.2.5 HHG/UB Received in Company-Owned Containers (COCs)

4.4 Storage

- 4.4.1 Loss or Damage
- 4.4.2 Contractor Liability
- 4.4.3 Contractor Period of Liability
- 4.4.4 Household Goods/Unaccompanied Baggage Received In A Damaged Condition
 - 4.4.4.1 Receipt
 - 4.4.4.2 Action
- 4.4.5 Loss or Damage Calculations
 - 4.4.5.1 Repairable Damaged HHG/UB
 - 4.4.5.2 HHG/UB Loss or Damage
 - 4.4.5.3 Full Replacement Value

- 4.4.6 Contractor Salvage Rights
- 4.4.7 Reporting Procedures for Customer Pickup
- 4.4.8 Damage Report
- 4.4.9 Security Measures

4.5 Handling-Out

- 4.5.1 Truck Loading Procedures
 - 4.5.1.1 Flatbed Loading
- 4.5.2 Late Pick-up of Shipments
- 4.5.3 Local Release from Storage
- 4.5.4 Release of Wrong Lot/Items
- 4.5.5 Inconvenience Claims
- 4.5.6 Partial Removal of Personal Property Lots
 - 4.5.6.1 Supplemental Service Order
 - 4.5.6.2 Weighing HHG/UB Stored Lots
 - 4.5.6.3 Partial Removal
 - 4.5.6.4 Partial Removal Storage Charges
- 4.5.7 Partial Removal of HHG/UB
 - 4.5.7.1 Schedule
 - 4.5.7.2 One-Time-Only Shipments
 - 4.5.7.2 Labor and Equipment
 - 4.5.7.3 Delays

4.6 Traffic Management

4.6.1 Documentation

- 4.6.1.2 Processing HHG/UB Shipments and Storage
- 4.6.1.3 Entitlement Counseling
- 4.6.1.4 Advanced Documentation
- 4.6.1.5 Customer Files
- 4.6.1.6 TOPS Use
- 4.6.1.7 Customer Notification
- 4.6.1.8 Advance Notice of Non-Temporary Storage (NTS) Expiration
- 4.6.1.9 Non-Temporary Storage Extension
- 4.6.1.10 Termination of Non-Temporary Storage Entitlement
- 4.6.1.11 Expiration of Non-Temporary Storage Entitlement Period
 - 4.6.1.11.1 Non-Temporary Storage Lots Converted to Customer's Expense
- 4.6.1.12 Transportation Service Provider Performance
- 4.6.1.13 Selecting DoD-Approved Transportation Service Providers
- 4.6.1.14 One-Time-Only (OTO) Shipment Procedures
- 4.6.1.15 Other Shipping Codes/Modes
- 4.6.1.16 Diversion Instructions
- 4.6.1.17 Tracing Shipments
- 4.6.1.18 Tracing Procedures
- 4.6.1.19 Movement of Household Goods/Unaccompanied Baggage
 - 4.6.1.19.1 Required Documents
 - 4.6.1.19.2 Misrouted Shipments
 - 4.6.1.19.3 Freight Transportation Service Provider Information in TOPS
 - 4.6.1.19.4 Excess Weight and/or Distance
- 4.6.1.20 Locator System and Lot Identification
 - 4.6.1.20.1 Documentation
 - 4.6.1.20.2 Truck Deliveries
 - 4.6.1.20.2 Handling-In Minimum Requirements
 - 4.6.1.20.3 Accompanying Shipment Documentation
 - 4.6.1.20.4 Checking and Clerking
 - 4.6.1.20.5 Documentation

- 4.7 Contract Quality Assurance**
 - 4.7.1 Contractor Quality Control Plan (QCP)
 - 4.7.2 Government Quality Assurance Plan (QAP)
- 5.0 Glossary of Terms**
 - 5.1 Definitions
 - 5.2 Acronyms
- 6.0 Applicable Documents**
 - 6.1 Applicable Reference Documents
 - 6.2 Specific Publications
 - 6.3 Specific Forms
 - 6.4 Military Publications
- 7.0 Performance Requirements Summary**
- 8.0 Deliverables**
 - 8.1 Contract Documentation
 - 8.2 Documentation Inspection and Acceptance
- 9.0 Contractor Manpower Reporting Requirement**

1.0 BACKGROUND

1.1 Objective

This Performance Work Statement (PWS) describes the contract service requirements and other contractual obligations of the Contractor and the Government. The PWS establishes the contract service requirements for comprehensive contractor-provided non-personal non-temporary storage services to the U.S. Army Military Surface Deployment and Distribution Command (SDDC).

1.1.1 Scope

The Contractor shall provide comprehensive non-personal non-temporary storage (NTS) services to the U.S. Army Military Surface Distribution and Deployment Command for a base period of *six (6) months*, six (6) one-year optional annual periods, and one (1) thirty (30) month transition period. The Contractor shall manage contract costs, schedule and performance, supervise contractor employees, monitor contractor employee service quality, perform contract administration, and provide required reports to the Government. The Contractor shall provide all services necessary for non-temporary storage (NTS) of retrograde shipments of household goods (HHG) and unaccompanied baggage (UB) that enter the Eastern Continental United States (CONUS) belonging to military and civilian personnel of the U.S. Department of Defense (DoD) arriving from Europe, Southern Mediterranean ports and Africa. The Contractor shall bear all responsibility, liability and costs for receipt/delivery, processing, storage and traffic management of HHG and UB from the point where the HHG/UB are received at the Contractor's storage facility, to the release of the HHG/UB to the Transportation Service Provider (TSP) and/or Customer. The Contractor's responsibilities include, but are not limited to, the following services:

- a. Compiling advanced documentation
- b. Fumigation (as necessary)
- c. Handling-in
- d. Storage
- e. Establishing release dates with member/employee
- f. Making arrangements for TSP pickup of released HHG/UB
- g. Handling-out
- h. Traffic management functions
- i. Other related services as outlined in the performance work statement

1.2 GENERAL

1.2.1 Contractor Responsibilities

The Contractor shall provide all DOD approved storage facilities, operating authority, permits and licenses, labor services, materials, supervision, management, personnel, office space, mandatory insurance, equipment, and all other services required to receive, handle-in, store, and handle-out HHG/UB in accordance with the Defense Transportation Regulation (DTR) Parts II, IV and V and Department of Defense (DOD) Personal Property Consignment Instruction Guide (PPCIG), Volumes 1 and 2, and other applicable Government regulations. The Contractor shall also be knowledgeable of, and understand, the entitlements contained in the Joint Federal Travel Regulation (JFTR)/Joint Travel Regulation (JTR) Volumes I and II, and all related DOD military service supplements. For any "required maintenance, certification, inspection" documentation referenced in this contract, the Contractor shall make the documents available to the COR upon the Government's request.

1.2.2 Transportation Operational Personal Property Standard System (TOPS)

The Contractor shall use the Transportation Operational Personal Property Standard System (TOPS) (or a future replacement system) to process non-temporary storage of HHG/UB into and out of storage, to produce non-temporary storage contractor invoices, to produce required DD Forms 1164, and to book shipments with the lowest-cost freight transportation service providers pre-approved by SDDC, for the movement of HHG/UB. The Contractor shall designate primary and secondary employees who shall receive TOPS training and who shall perform the duties of the TOPS (or future replacement system) administrator. The Contractor shall identify in writing to the Government the system administrator and designated alternate user(s) for the TOPS system (or future replacement system), not later than five (5) working days after contract award. A minimum of one TOPS (or future replacement system) administrator shall be on duty at all times during normal work hours. The TOPS Administrator is responsible for ensuring that the TOPS system (or future replacement system) is functioning properly. The administrator will coordinate with the TOPS Helpdesk to report all problems with the system. All references in this PWS to time periods for standard working hours refer to mean Eastern Time (Standard or Daylight Savings). All references in this PWS to TOPS refer to the current or any future replacement DoD personal property system.

1.2.3 Period of Performance

The period of performance for this contract shall be for one (1) base period of *six (6) months*, six (6) optional twelve (12)-month periods, and one (1) transition period of thirty (30) months, for a maximum performance period of not more than nine (9) years. The Government reserves the unilateral right to not exercise an option period without requiring the concurrence of the Contractor.

1.2.4 Place of Performance and Hours of Operation

The location of the contractor's storage facility is limited to any location within the Continental United States.

The Contractor's storage facility shall operate from Monday through Friday, between the hours of 7:30 AM to 4:30 PM., exclusive of the ten (10) observed annual federal holidays. *The Government shall deliver all household goods/unaccompanied baggage shipments to the contractor's storage facility during its standard operating hours.*

1.2.5 Privacy Act Information Protection

The Contractor shall not release any sensitive personal customer Privacy Act information to any third person or party without the Government's prior written permission. This sensitive personal information includes, but is not limited to, a customer's name, social security number, date of birth, home and work telephone numbers, and home and work addresses, and duty locations.

1.2.6 Out-Of-Pocket Expense

If the Contractor is directed by the Government to purchase supplies and/or services, specifically for use under the contract but not otherwise specified in the PWS or Schedule of Rates, the Contractor shall be compensated for supplies and/or services as an out-of-pocket expense by providing an invoice supported with paid receipts to the Government for reimbursement.

1.3 CONTRACTOR PERSONNEL

1.3.1 Contractor Personnel

The Contractor shall ensure that all contractor employees are properly experienced, trained, educated, technically qualified, certified, and licensed in accordance with the contract requirements. The Contractor shall maintain a record of each employee's certifications, licenses and technical qualifications, which it shall provide to the Government for inspection upon the Government's request. The Contractor shall ensure that its personnel have, and maintain, any certifications and licenses required by federal, state, and local laws, that are necessary in order for them to perform their contract duties. The Contractor shall identify its on-site contractor representative performing under the contract to the Government.

1.3.2 Contractor Manager

The Contractor shall designate a Contractor Manager and Alternate Contract Manager who shall be the on-site contractor representatives. The Contractor Manager and alternate Contractor Manager shall be authorized to represent the Contractor on all contractual matters. The Contractor Manager or alternate Contract Manager shall be physically present at the Contractor's storage facilities from 7:30 A.M. to 4:30 P.M. (Eastern Time), Monday through Friday, exclusive of the ten (10) observed annual federal holidays. The Contractor shall identify its Contractor Manager and Alternate Contractor Manager by letter to the Contracting Officer not later than ten (10) working days after the date of contract award. The Contractor shall provide written notice to the Contracting Officer not later than fifteen (15) working days in advance of a change of the Contract Manager/Alternate Contract Manager. The Contractor shall provide the SDDC Contracting Officer and Personal Property Acquisition and Service Branch with a current list identifying all key personnel who are authorized to deal directly with SDDC and with any other Government agencies, such as Defense Finance and Accounting Service (DFAS). The Contractor shall provide written notification to the Government of any change of the Contract Manager/Alternate Contract Manager or TOPS operators, not later than five (5) working days after they begin work.

1.3.3 Language Requirement

All of the Contractor's employees performing under the contract shall fluently read, speak, write, and understand the English language.

1.3.4 Contractor Personnel Work Conditions

The Contractor shall comply with all applicable Federal and state labor laws. The Contractor shall perform work during ordinary U.S. Government office work hours, Monday through Friday, except for weekends, federal holidays, and/or emergency situations when the local U.S. Government offices are closed due to local or national emergencies, administrative closings, or similar U.S. Government-directed facility closings. The Contractor shall not perform work on weekends and/or federal holidays unless the Contractor was previously requested in writing by the Government Contracting Officer to provide the service on the weekend and/or federal holiday. The annual federal holidays are:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

1.3.5 Contractor Personnel Training

The Contractor shall ensure that its personnel are adequately trained and qualified to support the contract requirements. The Contractor shall maintain records of all personnel training. The Contractor shall maintain a file containing the qualifications and certifications of each employee and shall make it available for Government review upon the Government's request.

1.3.6 Contractor Safety Requirements

The Contractor shall comply with all applicable federal OSHA standards and all state, U.S. Army, and Military Surface Deployment and Distribution Command safety requirements. The Contractor shall strictly adhere to the contract clause entitled "Accident Prevention". If a contractor employee is observed to be performing an activity in a manner inconsistent with any contract safety requirements, or is engaged in any activity that is dangerous to life, limb, or government-furnished property, then the Government COR shall be authorized to notify the employee

and/or the Contractor Manager of the hazardous activity and to require correction of the contractor employee's hazardous activity, or to require the contractor employee to immediately stop the hazardous activity until action is taken to eliminate the hazardous condition or correct the safety violation. The Contractor shall immediately notify the Government COR of any Reports of Inspections and/or Notices of Violation or other enforcement actions (including warning letters) that is received from any local, State, or Federal regulatory agency regarding any violation committed by the Contractor in the course of its performance under the contract, and shall provide a copy of the Inspection Report, Notice of Violation or other enforcement action, and all supporting documentation, to the Government COR not later than twenty-four (24) hours after receipt of the written enforcement action.

1.4 TRANSITION PERIOD

1.4.1 Successor Contractor

If the Contractor is not awarded the follow-on/successor contract for East Coast non-temporary storage of personal property, or if this contract is terminated by the Government, then the Government will require a transition period of services. The transition period shall be for thirty (30) months. For the purpose of assigning duties and responsibilities during the transition period, the incumbent firm is referred to as the Contractor and the successful firm receiving the follow-on/successor contract award is referred to as the Successor Contractor.

1.4.1.1 Contractor Responsibilities

1.4.1.1.1 Transition Plan

The Contractor shall complete and submit a Transition Plan to the Government not later than sixty (60) working days after the date of contract award. The Transition Plan shall address each activity necessary to transfer contract services from the Contractor to the Successor Contractor (i.e., wall-to-wall inventory, accountability of customer files, and a timeframe for accomplishing these activities). The Contractor shall implement the Transition Plan upon Government exercise of the Transition Period, and shall also coordinate with the Government during the Transition Period to ensure a successful transfer of stored non-temporary storage personal property lots, and customer files, to the Successor Contractor.

1.4.1.1.2 Transition Period Inventory

Not later than twenty (20) working days before the date of the Government's exercise of the Transition Period, the Contractor shall complete a wall-to-wall inventory accounting for all NTS HHG/UB and customer files in its storage facilities, and shall provide an inventory results report to the Government for review.

1.4.1.1.3 Stored NTS Shipments

The Contractor shall not accept any inbound NTS shipments once the Transition Period begins. The Contractor shall provide continued storage of all NTS shipments received prior to the beginning of the Transition Period until the termination of the Transition Period. The Contractor shall also handle-out stored NTS lots during the Transition Period of thirty (30) months. If any stored NTS lots remain in the Contractor's storage facility six (6) months prior to the end of the thirty (30) month Transition Period, then the Contractor shall handle-out those stored NTS lots to the Successor Contractor's storage facility *and shall prepare an Exception Sheet noting the condition of all containers to be handled-out, which shall be signed by both the Contractor representative and the TSP representative. Such Exception/Rider sheets will remain an internal industry document. If a claim for loss or damage is filed by a service member, the Contractor shall furnish legible copies of the Exception/Rider sheets to the service member and to the Military Claims Office (MCO).* The Contractor shall provide the following services during the optional thirty (30) month Transition Period for which the Contractor shall be reimbursed by the Government at the applicable line item rates in the Schedule of Rates (CLIN 7001):

- a. Storage
- b. Handling-Out
- c. Removals
- d. Banding
- e. Cooping
- f. Marking
- g. HHG containers

1.4.1.1.4 Preparation of Shipments

The Contractor shall make all HHG/UB containers ready for shipment in accordance with the DTR Part IV, Appendices G and H, at no additional cost to the Government. These HHG/UB containers will be subject to random inspection by the Government.

1.4.1.1.5 Customer Records

The Contractor shall provide the Successor Contractor with paper/hard copies of all records pertaining to the customer NTS lots stored at its storage facility (e.g., Customs clearance documents, letters issued to customers, etc.), that were received or issued by the Contractor. The Contractor shall box the customer records in accordance with the Government's instructions, and shall provide the boxes to ship the customer files. The Government shall coordinate the transfer of the customer records from the Contractor to the Successor Contractor.

1.5 INVOICES**1.5.1 Submission of Invoices**

The Contractor shall submit an original and four (4) copies of all invoices to the COR unless otherwise directed by the Contracting Officer. All contractor-generated invoices must be certified by the COR prior to payment. All Contractor invoices will be paid from appropriated funds identified on customers' orders. The Contractor shall submit monthly Invoices for Handling-In, Handling-Out and Storage. The Contractor shall submit invoices upon completion of manual/supplemental orders for Removals and Fumigations.

1.5.1.2 Mandatory Invoice Information

The Contractor shall submit either consolidated or single lot monthly invoices for storage that contain the following information for each lot number:

- a. The Contract number and applicable rate modification number.
- b. The Service Order Number.
- c. The period of storage for which payment is claimed.
- d. The Contract Line Item Number (CLIN) or Sub Contract Line Item Number (SubCLIN) for which payment is claimed from the Schedule of Rates.
- e. The Contractor's lot number.
- f. The total gross weight of the lot as determined by adding the gross weight stenciled on each HHG/UB container. In the absence of a visible stenciled gross weight, the total gross weight is identified on the Transportation Control Movement Document (TCMD).
- g. The customer(s), grade(s)/rank(s), and social security Number(s) or military service equivalent numbers.
- h. The fund citation(s) appearing on the initial or supplemental service order(s).
- i. A copy of the customer DD Form 1299. The Contractor shall generate a DD Form 1299 if it is missing from the customer file.
- j. A copy of the customer's orders, DD Form 1299 and a DD Form 1164 attached to each Handle-In and Handle-Out invoice.

1.5.1.3 Government Quality Assurance

For Quality Assurance Purposes, the COR will randomly select and review approximately ten (10) percent of all Handle-In, Handle-Out, and Storage invoices for accuracy each month.

1.5.1.4 Automated Invoices

The Contractor shall forward TOPS (or future replacement system) automated invoices to the COR for payment certification. –

1.5.1.5 Storage Charges

Storage charges shall be paid in increments of a whole calendar month, except that one-half month's storage charges shall be paid for a shipment received for storage on or after the 16th day of a month, or for a shipment released from storage on or before the 15th day of a month. In the event of a partial removal of a HHG/UB lot, or if loss or damage occurs, on or before the 15th day of a month, the Government shall pay the Contractor one half (1/2) of a month's storage charges for the beginning weight and one half (1/2) of a month's storage charges for the remaining weight of that lot for the corresponding month. In the event of a partial removal of HHG/UB, or if loss or damage occurs, on

or after the 16th day of the month, the Government shall pay the Contractor the full month's storage charges for the weight recorded at the beginning of the corresponding month.

1.5.1.6 Final Invoices

The Contractor shall submit final invoices to the COR not later than one hundred and eighty (180) days after the final date of the corresponding contract performance period.

1.5.2 Invoice Payment

1.5.2.1 Contractor Invoices

The Contractor shall submit its monthly invoices/vouchers for payment to the Government COR for certification. Invoices shall be paid to the extent that the various amounts billed are valid as supported by the Government certification that the services have been provided. The Government shall not pay for any additional services under this contract other than those services specifically provided for under this contract.

1.5.2.2 Rejection of Charges

Rejection of a portion of a contractor's invoice shall cause the COR to reject the specific invoice, payment shall not be made, and the contested amounts will be referred back to the Contractor. Rejection of one or more contractor-submitted invoices will not result in the rejection of all other military service invoices that are submitted with the rejected invoices.

1.5.3 Acceptance of Services

The COR shall verify and accept the services performed by the Contractor by means of certification of payment on the contractor-submitted invoice. When related services (such as laundering and dry cleaning) or supplies are acquired by the Contractor under this contract and are directly chargeable to the customer's orders, the Contractor shall support its invoices by submitting to the COR paid receipts showing the actual amounts paid by the Contractor to the subcontractor(s) for those services and/or supplies. All such subcontracted services and supplies shall be approved in advance in writing by the COR prior to acquisition by the Contractor. The COR will not accept nor certify invoices for charges for related services and supplies that were not previously approved in writing by the COR.

1.6 QUALITY CONTROL, REPORTING AND RECORDS

1.6.1 Quality Control Plan

The Contractor shall submit a Quality Control Plan (QCP) to the Government for review no later than ten (10) business days after contract award. The Quality Control Plan shall identify: 1) how the Contractor will meet the PWS performance objectives, 2) the PWS areas that the Contractor determines to be critical to the Government and how it will monitor quality performance in those areas, and 3) how the Contractor will maintain or exceed customer expectations, including the identification and correction of problems. At a minimum, the Contractor shall develop a Quality Control Plan that establishes quality control procedures addressing the areas identified in Section 7.0 "Performance Requirements Summary". The Government shall review and accept the plan. If the Government rejects the plan, the Contracting Officer will provide written notification of any required changes. The Contractor shall revise and resubmit its Quality Control Plan not later than five (5) business days after receipt of the Contracting Officer's written notification. The Quality Control Plan must be accepted by the Government prior to commencement of performance.

1.6.2 Government Quality Assurance Surveillance Plan (QASP)

After the Government Contracting Officer reviews and accepts the Contractor's Quality Control Plan, the Government Contracting Officer shall develop a Quality Assurance Surveillance Plan that the Government shall use to evaluate the Contractor's performance under the contract. This plan establishes the procedures that the Government will follow to monitor whether the Contractor complies with its Quality Control Plan. Specifically, it defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). The Government will monitor the Contractor's performance using those predetermined quality assurance surveillance procedures. Final determination that the Contractor-rendered services conform to the PWS is

solely the responsibility of the Government. The Government Quality Assurance Surveillance Program is not a substitute for Contractor quality assurance, therefore the Contractor shall maintain quality assurance records.

1.6.3 Problem/Failure

The Contractor shall notify the COR of any problems or failures that may detrimentally impact upon contract performance. The Contractor shall provide to the COR a written plan of corrective action not later than five (5) working days after Contractor notification of a potential or real problem, failure or deficiency. The Contractor's plan of corrective action shall detail its process and time frame for correcting the problem or deficiency.

1.6.4 Customer Service Assistance

The Contractor shall designate a customer service representative to answer customer questions and to assist customers with problem resolution. *The customer service representative shall be physically present at the contractor's storage facility* from 7:30 A.M. to 4:30 P.M. (Eastern Time), Monday through Friday, exclusive of the ten (10) observed annual federal holidays to provide expert assistance to customers in answering questions, exchanging information and resolving problems. The Contractor shall provide the Government with the name, telephone number and email address of the customer service representative not later than five (5) working days after contract award.

1.6.5 Visits/Inspections

Authorized Government personnel may make periodic visits to the Contractor's storage facilities to observe daily operations. Government personnel may make announced and/or unannounced inspections to the Contractor's storage facilities. Government personnel may be alone or may be accompanied by the Contracting Officer and Quality Assurance Evaluators (QAEs). The Contracting Officer and/or COR will also make announced and unannounced visits/inspections. Announced visits/inspections will occur one (1) day after prior notice to the Contractor by the Contracting Officer, and all Government personnel must present the written Contracting Officer authorization upon their arrival. The Contractor shall provide personnel to escort the Government visitors during these visits/inspections.

2.0 GOVERNMENT-FURNISHED PROPERTY

2.1 PROPERTY ACCOUNTABILITY AND SECURITY

The Government may provide the Contractor with specific Government-Furnished Property (GFP) in order to enable contractor performance under the contract. The Government shall provide the GFP solely for the benefit of the Government and at the convenience of the Government. The Government shall issue the GFP to the Contractor in an "as-is" condition. The Contractor shall designate a custodian who shall maintain property records of the GFP. The Contractor is accountable for all GFP issued by the Government and shall take reasonable care to protect of all GFP under its control. The Contractor shall notify the Government of any GFP received in a condition not suitable for its intended use, or otherwise in need of repair or extraordinary maintenance. The Contractor shall immediately notify the Government of any loss, destruction or damage to GFP under its control. The Contractor shall be responsible for any loss, destruction, or damage to GFP under its control. The Contractor shall replace any GFP that was lost or destroyed while under its control. The Contractor shall repair at its own expense any GFP damaged through neglect or carelessness while under their control. The Contractor shall not be responsible for ordinary deterioration to GFP caused by regular use. The Contractor shall immediately report any theft, vandalism, or destruction of any GFP to the Government upon its discovery. The Contractor shall immediately surrender to the Government all issued GFP upon termination of the contract, or when directed by the Government to do so.

2.2 PROPERTY LOSS NOTIFICATION

The Contractor shall be responsible for safeguarding all Government-Furnished Property (GFP) provided to the Contractor for his use. The Contractor shall verbally notify the Government of all accidents or incidents resulting in any loss, destruction or damage to GFP immediately upon its discovery of the property loss, destruction or damage. The Contractor shall notify the Government in writing of all accidents or incidents resulting in any loss, destruction or damage to GFP within twenty-four (24) hours of its discovery of the property loss, destruction or damage. The Contractor shall immediately secure the accident/incident scene/damaged property and shall impound all pertinent

maintenance and training records. The Contractor's written notification shall contain, at a minimum, the following information:

- a. Contractor name, contract number, name and title of person(s) reporting
- b. Date, time and exact location of accident/incident
- c. Brief narrative of accident/incident (events leading up to accident/incident)
- d. Cause of accident/incident (if known)
- e. Estimated cost of accident/incident (material and labor to repair/replace)
- f. Nomenclature of equipment and personnel involved in accident/incident
- g. Corrective actions (taken or proposed)
- h. Other pertinent information as required by the Government

2.3 TRANSPORTATION OPERATIONAL PERSONAL PROPERTY STANDARD SYSTEM (TOPS)

2.3.1 TOPS Hardware/Software

The Government shall provide the Contractor with necessary TOPS equipment, such as a TOPS server, TOPS server monitor, printer, 10/100 Base T Ethernet Hub, and UPS 1.0 KVA/120 and required software.

2.3.2 TOPS Operations/Equipment/Set-Up/Removal of System

The Government shall continue to provide equipment maintenance and support for the TOPS system for the full term of this contract. The Contractor shall not be liable for any TOPS hardware or software integrity or operational functionality. The Government shall ensure that the TOPS system is set up properly in the Contractor's facility. The Government shall be responsible for the system delivery. The TOPS Users Manual shall be accessible via the Internet. The TOPS administrator is responsible for all system Users, system mail, system backup and Printer Maintenance as outline in the TOPS Administrator's Maintenance Guide. The TOPS system administrator (or future replacement system) is responsible when directed by the TOPS Helpdesk to prepare equipment for shipment at Government expense for repair. The system administrator maybe required to perform minor system repairs or upgrades on-site as directed by the Government.

2.3.3 TOPS Personnel Training

2.3.3.1 Basic TOPS Administrator Training

The Government shall provide five (5) working days of basic TOPS administrator training to designated contractor employees at SDDC Headquarters at a mutually convenient date. TOPS User(s) shall have access to a TOPS Hotline for problem resolution. The Contractor shall be responsible for employee transportation, lodging, and meals. Contractor attendance at all subsequent TOPS training and workshops shall be at the Contractor's expense.

2.3.3.2 Optional TOPS Administrator Training

Intermediate/Advanced (5 working days) TOPS training is available to designated contractor employees at SDDC headquarters upon Contractor's request, at a mutually convenient date. The Contractor shall be responsible for employee transportation, lodging, and meals.

2.3.3.4 Functional TOPS Training

SDDC headquarters personnel shall perform initial functional TOPS training (5 working days) at the Contractor's facility at a mutually convenient date. The Contractor is responsible for all subsequent functional TOPS training.

3.0 CONTRACTOR-FURNISHED PROPERTY

3.1 Contractor-Furnished Storage Facilities

The Contractor shall provide a storage facility (or contiguous storage facilities), which afford proper protection to the personal property being stored, in accordance with the Defense Travel Regulations (DTR) Part IV. The storage facility shall provide firewall separation for every three (3) million gross pounds of stored personal property lots.

The Contractor shall have available for presentation a warehouse layout diagram(s) that has been reviewed, signed and dated by an appropriate official of the local fire department, not later than ten (10) working days after receipt of contract award notification from the Government. The location of the storage facility(s) is unrestricted.

The Government will be responsible for drayage of the containers to the Contractor's facility(s). The Contractor shall provide storage facility space sufficient to store up to fifteen million (15,000,000) gross pounds of personal property lots annually. The Contractor shall provide yard space to park up to twenty-five (25) seavans per week. The Contractor shall maintain the proper equipment necessary to perform the storage service requirements. The storage facility shall be capable of storing personal property containers that are usually sized ninety-six (96) inches long by forty-two (42) inches wide by eighty-four (84) inches high. For safety reasons, the Contractor shall not stack more than four (4) personal property containers on top of each other. The Contractor shall either own the storage facility, or shall have a lease agreement for the storage facility in effect for the potential maximum performance period of the contract, which includes all possible option periods.

3.1.2 Contractor-Furnished Office Space and Furniture

The Contractor shall provide a minimum of one hundred (100) square feet of office space, a telephone, peripheral printer for a personal computer, office furniture, and copy machine access, for one (1) COR at the Contractor's storage facility. The office furniture shall consist of, at a minimum, one (1) complete workstation or cubicle that includes a desk and chair, one three (3) drawer file cabinet, one (1) wall locker, and one (1) four (4) shelf book case. The Contractor shall provide the COR with connectivity to its existing Local Area Network (LAN) and Internet Service Provider (ISP). The LAN shall have Wide Area Network (WAN) access, which may be either World Wide Web (WWW) Internet or the Department of Defense NIPRNET. The Contractor shall also provide the COR with access to a clean and sanitary restroom.

3.1.2.1 COR Office Re-Keying

The Contractor shall re-key the COR office door (if any), desk, and file cabinet, and shall provide the COR with two keys for each.

3.1.2.2 COR Office Cleaning

The Contractor shall keep the COR office clean and orderly, and shall empty trashcans when they are full.

3.1.2.3 COR Phone and Mail Expenses

The Contractor shall pay the COR telephone and mail expenses necessary for the COR to perform under this contract. The COR telephone and mail expenses shall not be directly reimbursed under the contract to the contractor, and the COR shall not be required to incur any out-of-pocket expenses for telephone and mailing expenses.

3.1.3 Contractor Storage Facility Flood Hazard Determination.

The Contractor shall not use a storage facility (or contiguous storage facilities) to store HHG/UB that is located within in a one hundred (100)-year flood plain area. The Contractor shall provide a flood hazard determination from the respective U.S. Army Corps of Engineers District Office, or from a disinterested third party professional engineer/ surveyor, to the Government, not later than ten (10) working days after receipt of a request from the Contracting Officer. The flood hazard determination shall confirm that the Contractor storage facility is outside of, and not located within, a one hundred (100)-year flood plain area. The Contractor shall also provide an updated flood hazard determination to the Government not later than ten (10) working days after receipt of any information modifying the flood hazard determination or indicating that the Contractor storage facility is at risk of flooding.

3.2 Contractor-Provided Network Connectivity

The Contractor shall provide connectivity to its existing Local Area Network (LAN) and Internet Service Provider (ISP) *with a static IP address* for all TOPS (or future replacement system) provided network devices (e.g. server, monitor, and printer). The LAN shall have Wide Area Network (WAN) access, either through the World Wide Web (WWW) Internet or the Department of Defense NIPRNET, and shall allow appropriate TOPS protocols/services access to the WAN. *The Contractor may propose a computer room or separate area for the TOPS equipment (or future replacement system). The Contractor shall be responsible for the security of the TOPS system.*

3.3 STRUCTURAL, ENVIRONMENTAL AND OTHER STORAGE FACILITY REQUIREMENTS

3.3.1 Structural

The Contractor storage facility shall be constructed and equipped with adequate devices that ensure stored property will not be exposed to extreme heat, cold, moisture, high humidity, insect or rodent pest infestations, or other environmental conditions that would cause property damage such as mold, mildew, and cracking or separation of finished and glued surfaces. If the Contractor storage facility is constructed with exposed (bare), un-insulated metal walls and/or ceilings, then the Contractor shall provide the Government with a disinterested third party engineer's environmental report certifying that the storage facility is capable of providing stored personal property with protection from extreme heat, cold, moisture, humidity, or other environmental conditions that could produce mold, mildew, and cracking or separation of finished/glued surfaces.

3.3.2 Fire Prevention/Protection and Insect/Rodent Control

The Contractor shall provide a storage facility that meets all applicable state and local building codes and standards for fire prevention and protection, including required maintenance. The Contractor shall maintain a storage facility fire system maintenance contract for the full performance period of this contract. The storage facility fire protection system shall be certified by the Contractor's insurance provider or a recognized rating bureau survey. The Contractor shall provide a copy of its insurance provider-issued certificate to the Government not later than one (1) working day after the contract award date. The Contractor shall implement a pest control program, and its storage facility shall not contain any evidence of insect and/or rodent pest infestation. The Contractor shall maintain records of its pest control program and shall make them available for inspection by the Government at the Government's request.

3.3.3 Warehouse Fumigation

The Contractor will have the option of either providing an enclosed area at its facility for fumigation or designating an off-site DoD-approved location. If fumigation is performed off-site, drayage of the contaminated storage to/from the off-site facility designated for fumigation shall be performed at the Contractor's expense. Shipments identified by the US Department of Agriculture (USDA) as being contaminated shall be fumigated by the Contractor prior to handling-in to the storage facility. Only firms approved and certified by the USDA shall be permitted to fumigate personal property.

3.3.4 Facility Security

The Contractor shall provide a secure storage facility, in accordance with Defense Transportation Regulation (DTR), Part IV – Appendix D, that protects the stored personal property from loss, theft, damage and destruction.

3.3.5 Warehouseman's Legal Liability Insurance

The Contractor shall obtain a Certificate of Insurance (DD Form 2787 or electronic version) as evidence that Warehouseman's Legal Liability Coverage is maintained in effect for the entire performance period of the contract for all HHG/UB accepted and stored under this Contract, in an amount of not less than \$1.25 times per pound times the net weight per lot in storage with a maximum deductible of \$100.00 per occurrence. The insurance certificate shall include a provision that the Contractor shall provide thirty (30) days advance written notice to Government of any insurance cancellation or any material change or reduction in its insurance coverage. Each storage facility address (and building number or letter, if applicable) shall be identified on the insurance certificate. The "Expiration of Policy" date may be stated as "Until Cancelled", and \$1.25 per pound of gross weight in storage may be indicated instead of a maximum coverage limit, if such is agreeable to the Contractor's Insurance provider. The Contractor's insurance certificate shall also display an original signature from an authorized representative of the insurance provider.

3.3.6 Full Replacement Value

Effective on 1 March 2008, Warehouseman's Legal Liability Coverage will change from \$1.25 per pound times the net weight per lot in storage to Full Replacement Value (FRV) not to exceed \$4.00 per pound times the net weight of the lot in storage. All other requirements remain unchanged. This requirement shall become effective under this contract only when the first option year is exercised, and shall only apply to shipments of personal property accepted at the Contractor's storage facility or facilities on or after 1 March 2008.

3.4 Full Replacement Value (FRV) Claims Process

Full Replacement Value (FRV) claims process for all shipments shall apply when a Non-temporary Storage (NTS) Transportation Service Provider (TSP) transfers the shipment from its custody at origin, destination or any point in between, to a freight carrier. The NTS TSP shall furnish the freight carrier driver with two legible duplicate copies of the NTS shipment inventory and shall, in conjunction with the freight carrier driver, check each item out of the NTS shipment in accordance with such inventory. If at the time each item is checked there is a difference in the condition of the item from that listed on the NTS inventory, then the Contractor shall prepare an exception sheet and such differing conditions shall be noted thereon. When the NTS TSP elects to make a new inventory, differences as to condition of individual items, as compared with the NTS inventory, shall be shown on an exception sheet. In the event the opinions of the TSPs representative and the Contractor's representative differ as to shortages and overages or condition of an item(s), both opinions shall be listed on the exception sheet and separately identified as to the source. Both parties shall sign and date the exception sheet, and each retain a legible copy for their respective files. Such an exception sheet shall remain an internal industry document. In the event a claim is filed, the TSP, DPM contractor, NTS TSP and/or freight TSP, shall provide legible copies of the exception sheet to the Claims Officer.

3.5 HOUSEHOLD GOODS/UNACCOMPANIED BAGGAGE SHIPPING CONTAINERS

3.5.1 Lift Vans

The Contractor shall use lift vans that are approved IAW SDDC Pamphlet 55-12 "Commercial Containers for Department of Defense Household Goods Shipments", and that meet the requirements of ASTM-D-4169-94, "Standard Practice for Performance Testing of Shipping Containers and System." In accordance with the International Standards for Phytosanitary Measures (ISPM) 15 requirements for wood packaging as specified by the United States Department of Agriculture, all Government-owned containers and Contractor-furnished containers must conform to USDA requirements for Wood Packaging Materials (WPM). All WPM must be constructed from Heat-Treated (HT) lumber and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). The Government shall provide a copy of ASTM-D-4169-94 to the Contractor at contract award.

3.5.2 Wooden Overflow Boxes (Containerized Shipments)

The Contractor shall use wooden overflow boxes only to pack household goods shipments that meet the standards of ASTM-D-4169 "Box, Wood, Household Goods", or of SDDC Pamphlet 55-12 "Commercial Containers for Department of Defense HHG Shipment". All Contractor-furnished containers must conform to USDA requirements for Wood Packaging Materials (WPM). All WPM must be constructed from Heat-Treated (HT) lumber and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). The wooden overflow boxes shall be constructed in accordance with ASTM-D-6251, "Standard Specification for Wood Cleated Panel board Shipping Boxes".

3.5.3 Fiberboard Containers

The Contractor shall use fiberboard containers that meet the requirements of Federal Specification PPP-B-640, "Boxes, Fiberboard, Corrugated, Triple-Wall", and are made of a weather-resistant class of fiberboard. Fiberboard containers that exceed fifteen (15) cubic feet in volume and three hundred (300) pounds in weight shall be secured to a four-way entry wooden pallet. The fiberboard containers shall not exceed ninety-six (96) cubic feet in volume.

3.5.4 Multi-Wall Cartons

The Contractor may use double-wall cartons that meet the requirements of Federal Specification PPP-B-1364, and triple-wall cartons that meet the requirements of Federal Specification PPP-B-640, as interior packing containers on domestic shipments, when prior approval is received from the *Contracting Officer or the COR*.

3.5.5 Unaccompanied Baggage Shipping Containers

3.5.5.1 Domestic

The Contractor shall use fiberboard boxes for domestic unaccompanied baggage shipments that meet the requirements of Federal Specification PPP-B-636, or Federal Specification PPP-B-640 Class 2 Style E or Federal Specification PPP-B-1364.

3.5.5.2 International

The Contractor shall use cleated plywood boxes that meet the requirements of Federal Specification ASTM-D-6251.

3.6 Office Supplies and Materials

The Contractor shall provide all office supplies necessary to maintain daily operations, including consumable supplies such as printer cartridges, paper and 4mm 120-meter tapes required to operate Government-furnished TOPS (or future replacement system) computer equipment. *The Contractor can expect to spend an estimated \$1,500 per year for paper, ink cartridges and tapes.*

3.7 Contractor-Generated Forms

All contractor-generated forms shall be approved by the COR prior to their use.

3.8 Other References

Those documents and specifications not provided by the Government may be viewed in DoD 4500.9R, Defense Transportation Regulation (DTR).

4.0 CONTRACTOR TASKS

4.1 GENERAL

The Contractor shall accept containerized non-temporary storage shipments for storage, and shall perform traffic management functions in accordance with the terms of the contract.

4.1.1 Performance Requirements

Performance Requirements in this PWS are expressed in the following manner and contain the three elements below. In each case, when taken together, these elements constitute a performance requirement. Not every performance objective in this contract has a related performance measure or performance standard. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a measure or standard, the measures and standards are presumed to be in accordance with standard commercial practices (i.e., substantial compliance with customary local trade practices). When not stated, performance standards are presumed to be one hundred percent (100%), unless standard commercial practices would allow for a lower percentage standard. Performance measures/standards, where specified, may be used to achieve a variety of goals, including collection of data to test the practicality of a performance standard, identification of a performance standard of less than one hundred percent (100%) compliance, emphasis on the most critical performance objectives, collection of data to support quality assurance and contractual remedies (including the evaluation of past performance, discussion at Quality Council meetings, etc.), and similar goals.

4.1.1.1 Performance Objective

A description of the expected outcome or results, not the output.

4.1.1.2 Performance Measures

These are the critical characteristics or aspects of achieving the objective that will be monitored and analyzed by the Government. Each objective may have one or more measures.

4.1.1.3 Performance Standards

These are the targeted level or range of levels of performance for each performance measure.

4.1.1.4 Labor and Equipment

The Contractor shall provide all labor, equipment and materials required to inventory, handle-in, placing into storage, store, and handle-out and load onto TSPs' equipment containerized HHG/UB shipments.

4.1.2 Storage Facility Operation

4.1.2.1 Truck Loading/Unloading Operations

The Contractor shall unload all trucks, seavan containers within the time requirements prescribed by the applicable tariffs or tenders, unless directed otherwise by the Contracting Officer. The Contractor shall pay all demurrage or detention charges incurred through its fault or negligence.

4.1.3 Information Management**4.1.3.1 Monthly Contract Performance Status Reports**

The Contractor shall provide the following information monthly to the COR, not later than five (5) working days after the end of each month, including but not limited to:

- a. A listing of the inbound shipment containers received indicating each complete shipment container number, the vessel name and voyage number, the date received and date the shipment was unloaded.
- b. A listing of all inbound and outbound shipments indicating each customer's name, number of pieces, total weight, and any incurred costs associated with the shipment.
- c. A listing of all inbound and outbound damaged shipments indicating each customer's name, number of pieces, total weight, container number, the vessel name and voyage number, the date received. How many containers were damaged and list the extent of the damages.

4.1.3.2 Monthly TOPS Reports

The Contractor shall provide to the COR not later than the tenth (10th) day of each month the following monthly TOPS (or future replacement program)-generated reports on Non-Temporary Storage (NTS) lots at the Contractor's storage facility(s). Each monthly TOPS report shall, as the final entry, summarize the grand total weight for all entries on the report:

- a. Monthly NTS Lots Handled-In Report
- b. Monthly NTS Lots In Storage Report
- c. Monthly NTS Lots Handled-Out Report
- d. Monthly UB Lots Handled-In Report
- e. Monthly UB Lots In Storage Report
- f. Monthly UB Lots Handled-Out Report

4.1.3.3 Condition of Work Locations

The Contractor shall maintain all offices, including the COR office/workspace, and all work areas, in a clean, orderly and fire safe condition that complies with the requirements of the DTR Part IV and local fire codes and safety ordinances.

4.2 SEAVAN CONTAINERS**4.2.1 Inspection and Inventory of HHG/UB Shipment Containers**

The Contractor shall inspect and inventory all HHG/UB shipment containers when they arrive for storage. Inventory of HHG/UB shipment containers shall be restricted to a visual examination of the exterior of the containers. The inventory shall include a listing of HHG/UB shipment containers received, with appropriate notations regarding the condition of the exterior of each received shipment container. The absence of any annotation beside an inventory item shall denote that the shipment container was received in good condition. The Contractor shall report to the COR in writing not later than twenty-four (24) hours after receipt, any HHG/UB shipment containers with obvious exterior damage. The Contractor shall not open and repack HHG/UB shipment containers unless they are in a damaged condition, and shall obtain prior approval of the COR before opening and repacking any damaged HHG/UB shipment containers.

4.2.2 Container Seavan Receipt

The Contractor shall discharge and process inbound retrograde HHG/UB shipments received in seavans by reviewing the seavan documents to ensure that sufficient documentation is provided to allow unloading, acknowledging receipt of the seavan contents by annotating the receipt date (Julian Date) on the Cargo Movement Documents (CMD), and annotating in the remarks area of the CMD the customer's name, rank/grade, and social security number with the box number, gross weight, net weight, cube and tare weight of each piece of the HHG/UB shipment.

4.2.2.1 Exceptions

If any exceptions are noted (e.g. damage and/or pilferage), the Contractor shall immediately notify the COR and shall continue with shipment receipt and verifying shipment receipt and exceptions on all CMD copies. If CMDs are not provided for unstuffing, then the Contractor shall notify the COR and shall prepare a handwritten CMD in accordance with the DTR, Part II, for Government review/approval.

4.2.2.2 Rejections

The Contractor shall not reject a seavan without prior COR approval.

4.2.2.3 Non HHG/UB in Seavans

If a seavan shipment is received that contains other property in addition to the expected HHG/UB, the Contractor shall immediately notify the COR and shall comply with the COR's subsequent directions.

4.3 HANDLING-IN

4.3.1 Seavan Unstuffing

The Contractor shall unstuff all seavans within the time periods prescribed by the applicable local tariffs and/or tenders. If a CMD is not delivered to the Contractor within the requisite time period, the Contractor shall discharge the seavan and shall prepare the receipt documents in accordance with the DTR, Part II. The Contractor shall notify the COR not later than the end of its daily business hours of any seavans received on that day without proper documentation.

4.3.2 HHG/UB Containers: Banding, Coopering, Marking, and Replacing

4.3.2.1 Banding

The Contractor shall band HHG/UB containers in accordance with the DTR Part IV. HHG/UB containers shall be properly banded prior to staging and shall remain banded while in storage. All HHG/UB containers shall be properly banded when delivered to the Transportation Service Providers (TSPs). The Contractor may have to apply an estimated 900 bands per year.

4.3.2.2 Coopering and Marking

If the Contractor notes any damage to a HHG/UB container, the Contractor shall immediately notify the COR. The Contractor shall provide the necessary coopering and marking services to repair the damaged HHG/UB container, and shall remark the repaired HHG/UB container with the correct shipping/storage information IAW the DTR Part IV, Appendices G.

4.3.2.3 Replacing HHG/UB Containers

If the *COR or the Contracting Officer* determines that a HHG/UB container is severely damaged beyond repair (more than 50% of the surface area) through no fault of the Contractor, and if there are no surplus government HHG/UB containers immediately available, the Contractor shall provide a replacement HHG/UB container and shall transfer the property from the damaged HHG/UB container to the replacement HHG/UB container, secure, band and mark the replacement HHG/UB container with the correct shipping information, and appropriately dispose of the damaged HHG/UB container. The Government shall reimburse the Contractor for the cost of the replacement HHG/UB container, including any incidental labor necessary to re-pack the HHG/UB, under SubCLINs AE, AP and AQ, for replacement HHG/UB containers and incidental labor. The Contractor shall submit a separate invoice to the *Government COR* for reimbursement of the replacement HHG/UB container. The Government shall not reimburse

the Contractor for the costs of any replacement HHG/UB container and incidental labor that was not previously approved by the *COR or the Contracting Officer*.

4.3.2.4 Fumigation

The Contractor shall fumigate a HHG/UB shipment not later than seventy-two (72) hours after receipt of a written notification from the U.S. Department of Agriculture (USDA) directing fumigation of the shipment IAW USDA fumigation requirements.

4.3.2.5 HHG/UB Received in Company-Owned Containers (COCs)

The Contractor shall immediately notify the *COR or the Contracting Officer* for guidance and instructions upon receipt of a HHG/UB shipment improperly shipped in a company-owned container (i.e.: Code 4, 5 or T). The Contractor shall provide the TSP with a replacement HHG/UB container that is of equal quality and condition to the company-owned HHG/UB container that was received. The Government shall reimburse the Contractor for the cost of the replacement HHG/UB container at the price for replacement HHG/UB containers and incidental labor costs under SubCLINs AE, AP and AQ. The Contractor shall submit a separate invoice to the *Government COR* for reimbursement of the replacement HHG/UB container. The Government shall not reimburse the Contractor for the cost of any replacement HHG/UB container that was not previously approved by the *COR or the Contracting Officer*.

4.4 STORAGE

4.4.1 Loss or Damage

4.4.2 Contractor Liability.

The Contractor shall be liable for any and all HHG/UB that is lost or damaged while in the Contractor's possession and under its control, except when the loss or damage arises out of causes beyond the control and without the fault or negligence of the Contractor. The Contractor bears the burden of proving that the loss or damage arose out of causes that were beyond its control and were not due to its fault or negligence.

4.4.3 Contractor Period of Liability

The Contractor's liability for loss or damage to HHG/UB begins when it unloads the HHG/UB container from the TSP's delivery truck/vehicle at the receipt location of the Contractor's storage facility(s), and the Contractor acknowledges in writing its receipt of the shipment. In the case of inbound HHG/UB unstuffed from a seavan, the Contractor's possession and liability begins when it annotates the TSP's delivery document acknowledging receipt of the seavan's contents. The Contractor's liability continues until the outbound shipment is loaded into the TSP's truck/vehicle or stuffed into the seavan, and the TSP picks up the truck or seavan from the Contractor's storage facility(s).

4.4.4 Household goods/unaccompanied baggage received in a damaged condition

The Contractor shall prepare an Exception Sheet noting the condition of all shipment containers delivered to the Contractor's storage facility. The Contractor representative and the freight TSP representative shall sign the Exception Sheet, noting the condition of the container at the time of delivery. The Contractor shall provide the Freight TSP driver with two legible copies of the Exception Sheet. For shipment containers received at the contractor's storage facility that show any signs of damage, the Contractor shall unpack the container and shall inspect all items using the original inventory, and shall list all loss and/or damage on a Rider Sheet. If at the time each item is being checked, there is a difference in the condition of the item(s) from that listed on the inventory, then the Contractor shall annotate on the Rider Sheet noting all shortages/overages, or differing conditions, cross-referenced to the original shipment inventory. All Exception/Rider sheets shall be signed by both the Contractor's representative and the COR. The Contractor shall repack all property, and shall repair/replace the container if required. The Contractor shall construct or provide an overflow container to pack excess personal property items which a standard size container cannot accommodate.. The Contractor has the option of unpacking and inspecting all items using a Rider sheet for those shipment containers received in a satisfactory condition. Such Exception/Rider sheets will remain an internal industry document. If a claim for loss or damage is filed by a service member, the Contractor shall furnish legible copies of the Exception/Rider sheets to the service member and to the Military Claims Office (MCO).

4.4.4.1 Receipt

If a HHG/UB shipment is received from a TSP in a damaged condition (e.g.: water damage), the Contractor shall immediately notify the COR and shall appropriately annotate the shipment document. The Contractor shall also file a Damage Performance Status Report IAW this PWS.

4.4.4.2 Action

Upon the direction of the COR, the Contractor shall immediately unpack all affected HHG/UB containers, boxes, and cartons, and shall conduct all necessary damage mitigation efforts (i.e. laundering, dry cleaning, and oiling of finished surfaces) that are required to prevent any further damage to, or deterioration of, the affected personal property. The Contractor shall repack the HHG/UB into the same, original HHG/UB containers unless the containers are so badly damaged that they are no longer useful. The Government shall reimburse the Contractor for the damage mitigation expenses (labor, equipment, supplies and materials) under the SubCLIN AN, "Out Of Pocket Expense" for damage mitigation expenses. The Contractor shall submit a separate invoice to the COR for reimbursement of the damage mitigation expenses, and shall submit supporting paid receipts for actual subcontractor service costs incurred (i.e.: laundering, dry cleaning, furniture refinishing, etc.). The Government shall not reimburse the Contractor for any damage mitigation expenses that were not previously approved by the COR.

4.4.5 Loss or Damage Calculations

The amount of loss or damage to personal property shall be determined in accordance with the following calculations. If the Contractor is liable, then it shall reimburse the Government for the actual cost to repair the loss or damage to HHG/UB, or the value of the loss or damage to HHG/UB, not to exceed the maximum amount of \$1.25 per pound of HHG/UB multiplied by the net weight of the loss or damage to HHG/UB. Note: This rule shall apply until execution of the first option year of the contract (see paragraph 4.4.5.3).

4.4.5.1 Repairable Damaged HHG/UB

When the COR determines that damaged HHG/UB can be repaired, the Government is entitled to recover either the entire value of the damaged HHG/UB, or the actual cost of the HHG/UB repairs that are required due to the damage. The Government is not entitled to recover the cost of repairs that would make the HHG/UB more valuable than it was worth before it was damaged. The Government is entitled to be compensated its costs for repairing the HHG/UB and mitigating the damage. The Government will charge the Contractor the costs for transporting the damaged HHG/UB to and from a commercial repair facility, including any repackaging costs. The COR shall coordinate the HHG/UB repair with the Contractor. The COR has the discretion to authorize the Contractor to repair the damaged HHG/UB instead. If the Contractor performs the repairs, it shall restore the damaged HHG/UB to the condition that it was in when it was received for storage, at no additional expense to the Government. If the customer requests delivery of the HHG/UB, or if the HHG/UB storage period has expired, the Contractor shall return the repaired HHG/UB to the customer without undue delay.

4.4.5.2 HHG/UB Loss or Damage

When HHG/UB suffers loss or damage and cannot be repaired, the Government is entitled to be compensated the actual value of the loss, not to exceed the maximum of \$1.25 per pound multiplied by the net weight of the lost or damaged HHG/UB. Note: This rule shall apply until execution of the first option year of the contract (see paragraph 4.4.5.3).

4.4.5.3 Full Replacement Value

Effective on 1 March 2008, Contractor liability for loss or damage under this contract shall change from \$1.25 per pound multiplied by the net weight of the loss or damaged HHG/UB, to Full Replacement Value (FRV) not to exceed \$4.00 times the net weight of the loss or damaged HHG/UB, with a minimum value of \$5,000.00 and a maximum value of \$50,000.00. This change shall become effective under this contract if/when the first option year is exercised.

4.4.6 Contractor Salvage Rights

The Contractor has full salvage rights to HHG/UB that cannot be repaired and for which the Government has received appropriate compensation.

4.4.7 Reporting Procedures for Customer Pickup

When a customer picks up a HHG/UB lot released from storage at the Contractor's storage facility(s), the Contractor shall provide the customer with 3 (three) copies of DD Forms 1840/1840R "Joint Statement of Loss or Damage" at the time of the HHG/UB release, and shall obtain a receipt signature from the customer in the space provided on the DD Form 1840. The Contractor shall provide a copy of the completed DD Form 1840/1840R to the COR not later than three (3) days after the release date of the HHG/UB shipment to the customer. The Contractor shall jointly annotate with the customer on the DD Form 1840/1840R any lost or damaged HHG/UB IAW the DTR, Part IV, Appendix O.

4.4.8 Damage Report

If any HHG/UB is stolen, lost, or damaged while in the care, custody or possession of the Contractor, or due to handling by the Contractor's employees, agents or subcontractors, then the Contractor shall submit a full written damage report detailing the particular facts of the theft, loss, or damage to the COR, not later than one (1) working day after its discovery by the Contractor. The Contractor shall also notify in writing the customer owning the HHG/UB about its theft, loss, or damage not later than five (5) working days after its discovery by the Contractor.

4.4.9 Security Measures

The Contractor shall secure all stored HHG/UB and shall keep it safe from any theft, loss, or damage by sunlight, heat, water, fire, dust, and pests (vermin, insects and rodents) while it is loaded, unloaded, or stored at the Contractor's storage facility(s).

4.5 HANDLING-OUT**4.5.1 Truck Loading Procedures**

The Contractor shall locate and prepare HHG/UB containers for shipment, then arrange and execute the shipment. The Contractor shall also provide the appropriate shipment shipping documentation to the COR.

4.5.1.1 Flatbed Loading

When a shipment is moved via a flatbed vehicle, the Contractor shall load the HHG/UB containers on the flatbed vehicle in such a way that they are protected from the elements during transport and are secured from loss or damage.

4.5.2 Late Pick-up of Shipments

If the designated TSP does not pick up a HHG/UB shipment on the respective date specified on the Bill Of Lading (BL), then the Contractor shall immediately notify the COR for further guidance.

4.5.3 Local Release from Storage

The Contractor shall process the release of NTS lots IAW the DTR, Part IV, not later than five (5) working days after receipt of a completed request for customer pickup of personal property lots from the Contractor's storage facility.

4.5.4 Release of Wrong Lot/Items

The Contractor shall immediately notify the COR of any incidents of erroneously-released HHG/UB lots. The Contractor shall be liable for the additional shipping costs to return the erroneously-released HHG/UB lots or items and to deliver the correctly-released HHG/UB lots or items. The Contractor shall not be compensated any additional amount in excess of what it would have cost under the contract to correctly deliver the HHG/UB lots as originally scheduled.

4.5.5 Inconvenience Claims

The Contractor shall be liable for any inconvenience claims resulting from its failure to release HHG/UB lots in accordance with the established timelines. The guidance for reimbursements and time frames are specified in the DTR, Part IV, Chapter 410, subparagraph C.

4.5.6 Partial Removal of HHG/UB Lots

Partial removal consists of the identification, removal, packing, crating and transfer to a TSP for onward movement of a portion of a customer's HHG/UB lots that is in storage.

4.5.6.1 Supplemental Service Order

When the customer is entitled to partial removal of HHG/UB lots that are in storage, the Contractor shall issue a supplemental service order for handling-out of only those HHG/UB items that must be removed for subsequent shipment, and for handling-in of those HHG/UB portions that must be restored.

4.5.6.2 Weighing HHG/UB Stored Lots

The Contractor shall determine the actual weight of the remaining HHG/UB lot in storage by weighing the articles released from storage and then subtracting this weight from the original HHG/UB lot storage weight. The Contractor shall provide the ordering officer with an estimate of the total weight to be handled-out prior to issuance of the supplemental service order for partial removal. The Contractor shall furnish to the ordering officer a revised inventory listing only that HHG/UB still remaining in storage. When the partial removal of a HHG/UB lot weighs less than one hundred (100) pounds, no adjustment shall be made in the weight of the HHG/UB remaining in storage.

4.5.6.3 Partial Removal

When a partial removal results in the removal of the entire HG/UB containers previously identified by the customer, the Contractor shall only be reimbursed for the handling-out of these HHG/UB containers. The total weight of the HHG/UB lots in storage shall be reduced by the total gross weight of the HHG/UB containers that were removed.

4.5.6.4 Partial Removal Storage Charges

When a partial removal of a HHG/UB lot is made on or before the fifteenth (15th) day of a month, the Contractor shall be paid one-half (1/2) month's storage charge for the beginning weight plus one-half (1/2) month's storage charge for the remaining weight, for that month. If the partial removal is made on or after the sixteenth (16th) day of the month, the Contractor shall be paid the full month's storage charge for the weight recorded at the beginning of the month, and storage charges for the succeeding month(s) shall be computed on the weight remaining in storage.

4.5.6.5 Schedule

The Contractor shall perform safe, secure and accurate partial removal of HHG/UB in accordance with the DTR Part IV in order to meet a customer's specified Required Delivery Date (RDD), or if this is not possible, then not later than seven (7) working days after the date the Contractor receives the request.

4.5.6.6 One-Time-Only Shipments

One-time-only (OTO) shipments are excluded from the requirements of paragraph [4.5.6.5](#). The Contractor shall notify SDDC for OTO rates/instructions.

4.5.6.7 Labor and Equipment

The Contractor shall provide all labor, equipment and materials needed to partially remove HHG/UB (i.e., locate and pull the HHG/UB lot, open the HHG/UB containers, remove the designated items, close and secure the

HHG/UB containers, and re-band and cooper them as necessary). The Contractor shall re-weigh the remaining HHG/UB lots in storage and shall adjust the documentation, the customer's file and the TOPS database to reflect the new number and weights of the HHG/UB lots in storage. The Contractor shall properly pack and crate the designated items that were removed, band and mark the crate and make arrangements for TSP pick up. The Contractor shall repack the remaining shipment into appropriate containers and shall prepare an overflow container for those items which cannot fill a standard full size container.

4.5.6.8 Delays

If the Contractor does not complete the partial removal by the end of the business day in which it was started, the Contractor shall secure the HHG/UB containers within the storage facility(s) in order to prevent any loss, damage or pilferage.

4.6 TRAFFIC MANAGEMENT

4.6.1 Documentation

4.6.1.2 Processing HHG/UB Shipments and Storage

The Contractor shall perform traffic management functions in compliance with all Government regulations as required to perform under the terms of the contract, and shall process all HHG/UB shipments and storage in accordance with the DTR, Part IV, and the applicable service regulations.

4.6.1.3 Entitlement Counseling

The Contractor shall provide entitlement counseling to customers as required, in accordance with the DTR, Part IV, and Chapter 401.

4.6.1.4 Advanced Documentation

The point-of-origin Transportation Management Office (TMO) will provide the Contractor with advanced documentation for processing inbound and outbound personal property shipments.

4.6.1.5 Customer Files

The Contractor shall create customer files based on advanced and acquired documentation. The customer files shall be Government property and shall be used by the Contractor only in order to perform under this contract. The Contractor is responsible and accountable for all customer files that are either initiated by the Contractor or provided by the Government. The Contractor shall maintain a customer files maintenance and accountability program. The Contractor shall be responsible for any loss or destruction of customer files.

4.6.1.6 TOPS Use

The Contractor shall use the TOPS system to input customer data in accordance with the DTR Part IV, Chapters 401, 403 and 406.

4.6.1.7 Customer Notification

Upon receipt of any HHG/UB shipments, the Contractor shall notify the customer in writing of its location and of the customer's storage entitlements, in accordance with the Joint Federal Travel Regulations (JFTR) Vol. I, Joint Travel Regulations (JTR) Vol. II, and the Defense Traffic Regulation (DTR), Part IV. The Contractor shall notify the customer within the time periods specified in the DTR Part IV, when the customer's entitlements for HHG/UB storage will expire and whether an extension is available.

4.6.1.8 Advance Notice of Non-Temporary Storage (NTS) Expiration

The Contractor shall monitor Non-Temporary Storage expiration dates. If the customer has not removed all personal property from the storage facility, then the Contractor shall notify the customer in writing of the impending expiration, by Certified mail, return receipt requested, or by some other traceable means, not later than sixty (60) days prior to the first day of the expiration month. This notification formally notifies the customer that the NTS allowance is nearing its expiration, and that the personal property storage charges will be charged to the customer beginning on the sixty-first (61st) day after customer receipt of the notification letter.

4.6.1.9 Non-Temporary Storage Extension

Civilian Personnel Offices and other Government activities shall provide the Contractor with requests/authorizations to extend customer NTS storage periods. Upon receipt of a request/authorization to extend a customer's NTS storage period, the Contractor shall prepare a supplemental service order and shall process it IAW the DTR, Part IV. The Contractor shall also annotate the supplemental service order to reflect that it is for an NTS storage period extension.

4.6.1.10 Termination of Non-Temporary Storage Entitlement

The Contractor shall process the termination of NTS storage IAW the DTR, Part IV, the JFTR and JTR, when a customer's NTS entitlement has expired. Contractor shall get COR approval prior to termination.

4.6.1.11 Expiration of Non-Temporary Storage Entitlement Period

The Contractor shall forward to the customer by certified mail, return receipt requested, or by other traceable means, copies of the pertinent storage documentation and the customer inventory (if available). The Contractor shall also notify the customer in writing of the conversion of the account to a commercial account and for the customer's responsibility for continuing to pay the NTS charges and warehousemen's legal liability insurance charges at commercial rates.

4.6.1.11.1 Non-Temporary Storage Lots Converted to Customer's Expense

The Contractor shall submit all customer NTS documentation to the COR for review of customer entitlements prior to converting the account to a commercial account. The Contractor shall maintain a file of all NTS accounts that have been converted to commercial accounts.

4.6.1.12 Transportation Service Provider Performance

The Contractor shall prepare and maintain performance files on all freight TSPs, and shall report all freight TSP performance problems to the COR for action.

4.6.1.13 Selecting DoD-Approved Transportation Service Providers

The Contractor shall comply with SDDC requirements governing the selection of freight TSPs, and shall route shipments through DoD-approved freight TSPs within TOPS.

4.6.1.14 One-Time-Only (OTO) Shipment Procedures

The Contractor shall comply with the DTR, Part IV, Chapter 405, subparagraph D and/or SDDC directives/procedures when booking an OTO shipment. The Contractor shall not relinquish control or responsibility of HHG/UB lots being shipped by OTO procedures until the lots have been physically released for onward movement and the customer's proper orders (e.g. DD Form 1164) have been issued.

4.6.1.15 Other Shipping Codes/Modes

When other Codes or Modes of onward movement are required (i.e. Codes 4, T, J, and 8), the Contractor shall contact SDDC for further guidance.

4.6.1.16 Diversion Instructions

If the Government issues diversion instructions after the selected TSP picks up a HHG/UB shipment, then the Contractor shall forward the diversion instructions to the Personal Property Shipping Office (PPSO) identified in the Bill Of Lading.

4.6.1.17 Tracing Shipments

The Contractor shall follow established tracing procedures IAW the DTR, Part IV, SDDC Information Advisories, and Traffic Management Advisory (TMA) Messages.

4.6.1.18 Tracing Procedures

The Contractor shall initiate commercial tracers to locate customers when the military locator system fails to provide the necessary customer location information, and shall place the tracer results in the customer's files. The Contractor can expect to request tracer services for an estimated 400 service members per year.

4.6.1.19 Movement of Household Goods/Unaccompanied Baggage

4.6.1.19.1 Required Documents

The Contractor shall ensure receipt of the following documents as required by the DTR, Part IV prior to releasing and moving the HHG/UB:

- a. The customer's orders.
- b. The DD Form 1299, or a letter from the customer.
- c. The weight tickets (if the original weight tickets are not available, then the Contractor shall re-weigh the shipment and shall issue new weight tickets).
- d. Inventory.
- e. Powers of Attorney (when applicable).

4.6.1.19.2 Misrouted Shipments

The Contractor shall immediately notify the COR of any incidents of misrouted shipments. The Contractor shall be liable for any transportation charges resulting from a misrouted shipment caused by the fault or negligence of the Contractor.

4.6.1.19.3 Freight Transportation Service Provider Information in TOPS

The Contractor shall place freight TSP and rate information into the TOPS system as the tender information becomes available. This information shall be used by the Contractor to prepare the shipment document for each HHG/UB shipment.

4.6.1.19.4 Excess Weight and/or Distance

When the NTS shipment weight exceeds the JFTR/JTR allowances, the Contractor shall comply with the applicable military service guidelines or regulations in order to recoup excess costs from the customer. For requests to have HHG/UB shipped to other than the authorized location, the Contractor shall compare rates between the authorized destination and the requested destination and recoup excess costs from the customer. The Contractor shall ensure receipt of the proper documentation (e.g. DD Form 1299 application) for movement of the HHG/UB and a copy of the customer orders authorizing movement of the HHG/UB to the required destination. The COR must sign letters prepared by the Contractor requesting payment of excess costs. Upon receipt of payment from the customer for excess costs, the Contractor shall prepare the proper transmittal form(s) to be signed by the COR and forward by the Contractor to the appropriate paying office. The Contractor shall receive money orders and/or cashier's checks from customers for payment of Government-authorized NTS, shall submit DD Form 1131s (Cash Collection Vouchers) for the COR's signature, and shall expeditiously and securely forward the approved form with the payments to the designated Finance Service Office (FSO).

4.6.1.20 Locator System and Lot Identification

The Contractor shall implement at the beginning of contract performance, and shall maintain throughout the contract performance period, an up-to-date locator system and backup locator system, in order to promptly identify and locate each individual HHG/UB lot and items required to be separately stored. An acceptable contractor locator system shall contain the following control data, at a minimum:

- a. The customer's name.
- b. The customer's rank/grade.
- c. The customer's lot number(s).
- d. The customer's lot location(s).
- e. The lot handling-in date(s).
- f. The type(s) of NTS (HHG or UB).

4.6.1.20.1 Documentation

The Contractor shall ensure that the shipping documents and the discharged HHG/UB containers match the recorded shipment data. If any discrepancies are discovered, the Contractor shall annotate the discrepancies on all copies of the shipping documents and shall immediately notify the COR. After verification of discrepancies by the COR, the Contractor shall receive the HHG/UB shipment in the same manner as a shipment that has no discrepancies. If the HHG/UB shipment TCN is incorrect, or if no CMD exists, then the Contractor shall submit a government-approved shipping document to the COR for review.

4.6.1.20.2 Truck Deliveries

The Contractor shall not reject any truck/seavans arriving with a shipment without the prior approval of the COR.

4.6.1.20.2 Handling-In Minimum Requirements

The Contractor shall document the receipt and initial staging of any HHG/UB defined as “cargo”, as required by the DTR Part II (Cargo Movement), on the same day of shipment receipt, and shall forward the corrected documentation to the COR.

4.6.1.20.3 Accompanying Shipment Documentation

The Contractor shall process all other documentation accompanying HHG/UB shipments on the same day of transfer, and shall forward the documentation to the COR not later than twenty-four (24) hours after handling-in or handling-out of the NTS shipment.

4.6.1.20.4 Checking and Clerking

The Contractor shall check all HHG/UB shipments upon their receipt and unloading and shall document all observed damages or discrepancies. At a minimum, the Contractor shall ensure that all data on documentation accompanying HHG/UB shipments is consistent with the received HHG/UB shipment, shall mark the HHG/UB shipment, shall prepare and affix shipping labels when necessary, and shall annotate data on the appropriate shipping and other documents.

4.6.1.20.5 Documentation

The Contractor shall, as necessary, make corrections or additions to the CMD, shall indicate the date the HHG/UB shipment was received on each CMD, shall maintain all required files, and shall ensure proper documentation flow in order to expeditiously process HHG/UB shipments. If the CMD does not contain the minimum information as required by the DTR Part II (Cargo Movement), the Contractor shall fill in the missing required information and shall make the necessary corrections on all copies. The COR shall verify all corrections or additions to documentation made by the Contractor.

4.6.1.20.6 Commercial Accounts

The Contractor shall maintain a record of all accounts that are converted to service members' expense, at commercial rates. The Contractor shall provide all documentation to the COR for review of entitlements prior to converting the account to commercial.

4.6.1.20.7 Processing Bills for Government Storage

For service members approved for storing property at Government rates, the Contractor shall generate a quarterly invoice to the service member. The Contractor shall mail the invoice to the service member via certified mail/return receipt. At a minimum, the invoice shall include the following data: 1) total number of pieces in storage, 2) total gross weight, 3) government rate for storage, 4) accrued total owed and 5) entitlement expiration date. The Contractor shall place a copy of the invoice in the service member's files. The cost of this service shall be incorporated into the line items in the Schedule of Rates. The Contractor shall receive money orders and/or cashier's checks from service members for payment of Government authorized storage, shall prepare DD Form 139/1131 (Cash Collection Voucher) for the COR's signature, and shall forward the package to the appropriate Defense Finance and Accounting Service (DFAS) on a monthly basis.

5.0 GLOSSARY OF TERMS**5.1 Definitions**

Administrative Contracting Officer (ACO)	A Government Contracting Officer having responsibility for the administration of one or more contracts.
Agents	Includes subcontractors or other persons engaged by the Contractor to perform work or services under this contract.
Break-bulk Cargo	Cargo shipped by a mode other than in a commercial seavan container or in a

	military container (MILVAN).
Blue Bark	The term used to designate the personal property of a deceased customer (uniformed U.S. military serviceperson, U.S. citizen civilian employee of the U.S. Government).
Cargo Transported	Includes all reusable-shipping containers (except those used exclusively for HHG/UB personal property).
Cargo Movement Document (CMD)	Any document used to identify and control cargo (e.g., Government Bill of Lading, Commercial Bill of Lading, Commercial form approved by the Government, etc.)
Commercial Bill of Lading (CBL)	A document used to acquire transportation and related services from commercial TSPs.
Consolidated Personal Property Shipping Office (CPPSO)	An activity staffed and operated by one military service in support of all military service components for the acquisition of transportation, storage and related services within a specified area of responsibility for movement of personal property for DoD members. The support is provided on a common service, non-reimbursable basis.
Customer Defense Transportation Regulation (DTR)	A U.S. Government uniformed military serviceperson or civilian employee DTR 4500.9-R-Part II establishes the criteria for Cargo Movement that integrates MILSTAMP DOD 4500.32R policy and procedures, including codes. DTR 4500.9-R-Part IV, Personal Property establishes the criteria for HHG/UB personal property movement to/from and between Continental United States (CONUS) and Outside CONUS (OCONUS). DTR Part V establishes policy and procedures for DOD Customs and Border Clearance.
Direct Procurement Method (DPM)	A method of shipment whereby the Government manages the entire shipment process. Packing, containerization, local drayage and storage services are obtained from a commercial firm under contract.
Government Bill of Lading (GBL).	A Government document used to acquire transportation and related services from commercial TSPs.
Hazardous and/or Dangerous Material	Material consisting of explosives, flammable substances, toxic chemicals, sources of ionizing radiation or radiant energy, oxidizing material, or corrosive material which, because of its nature, is dangerous to store or handle. Dangerous material is any material specified by the Federal Aviation Agency, U.S. Coast Guard, U.S. Department of Agriculture, U.S. Public Health Service, and federal or military departments which, under conditions incident to transportation, is liable to cause fires, create serious damage by chemical action, or create a serious transportation hazard. It includes explosives, flammables, corrosives, combustibles, oxidizing material, poisons, compressed gases, toxins, unduly magnetic material, biological and radiological matter, pests and diseases, and substances associated therewith presenting real or potential hazards to life and property.
Household Goods (HHG) Immediately Joint Federal Travel Regulation (JFTR)	See definition in Joint Federal Travel Regulation (JFTR), Appendix A. Within the same work day, not later than the close of business. Regulation that prescribes per diem, travel and transportation allowances for uniformed military service members.

Joint Personal Property Shipping Office (JPPSO)	An activity staffed and operated by members from two or more military services, in support of all military service components, for acquisition of transportation, storage, and related services within a specified area of responsibility for movement of personal property for DoD members. The support is provided on a common service, non-reimbursable basis.
Joint Travel Regulation (JTR)	Regulation that prescribes per diem, travel and transportation allowances for federal government civilian employees.
Personal Property Personal Property Container	Personally-owned Household Goods or Unaccompanied Baggage Any one of a wide variety of containers used primarily for the long distance shipment of HHG/UB personal property furnishings and related property.
Lift Van	A Government approved HHG/UB personal property container constructed in accordance with the commercial standards set forth by the American Society for Testing and Materials (ASTM) D-6251. These HHG/UB personal property containers have a capacity of 1,500 pounds with an interior cube of 171 feet and a gross cube of 193 feet, including military vans (MILVANS) and commercial containers 20 feet in length and greater.
Long Ton	A unit of weight measure equivalent to 2,240 pounds or 1000 kilograms, also referred to as a "weight ton".
Master Inventory	A record reflecting all HHG/UB personal property on hand.
Military Surface Deployment And Distribution Command (SDDC)	The single federal government manager-operating agency for military traffic, land transportation, and common-user ocean terminals.
Mis-Shipment	The routing or shipment of freight or personal property by the Contractor to a destination other than that designated on the accompanying documents or markings on the HHG/UB personal property, which will necessitate and result in a transshipment of the personal property to its proper destination.
One-Time-Only (OTO)	The one-time-only movement of personal property over a specific origin-destination channel.
Personal Property Processing Office (PPPO)	An activity designated to provide members within a designated area of responsibility with traffic management, counseling, and application processing to the responsible PPSO, CBO/CBA, CPPSO, or JPPSO. These services include the acquisition of transportation, storage, and related services, and forwarding of completed applications. Additionally, when deemed appropriate by the responsible military service, a PPPO supported by a CBO/CBA may be assigned specific functions such as inbound quality assurance and claims processing.
Removal of Household Goods/Unaccompanied Baggage	A shipment that has been separated into two or more increments after receipt, with each increment identified and documented separately.
Retrograde	Return of HHG/UB personal property from OCONUS to CONUS.
Sensitive Cargo	Small arms, which may present a threat to public safety and can be used by militant, revolutionary, criminal or other elements for civil disturbances, domestic unrest, or criminal actions.
Shipment Document	A document (e.g., commercial Bill of Lading, Government Bill of Lading, service order, etc.) used to acquire transportation and related services from commercial TSPs for the delivery of personal property or cargo.

Shipment Unit (SU)	One or more items assembled into one unit, which becomes the basic entity for control throughout the transportation cycle, as defined in the DTR (DoD 4500.9R).
Short Ton	A unit of measure equivalent to 2000 pounds.
Single Shipment	A shipment processed under one shipping document.
Subcontracts	Subordinate contracts that include, but are not limited, to purchase orders, changes and/or modifications to purchase orders under the contract.
TOPS	Transportation Operational Personal Property Standard System.
Transportation Control Number (TCN)	A number used to identify and control a shipment from its origin (or consignee) to its ultimate destination (or consignee).
Unaccompanied Baggage	See definition in Joint Federal Travel Regulation (JFTR), Appendix A.

5.2 ACRONYMS

AOR	Area of Responsibility
BOA	Basic Ordering Agreement
CBA	Consolidated Booking Agency
CBO	Consolidated Booking Office
CDR	Contract Discrepancy Report
CFR	Code of Federal Regulations
CMD	Cargo Movement Document
COR	Contracting Officer's Representative
CWT	Hundred Weight
DTOD	Defense Table Of Distance
HHG	Household Goods
IAW	In Accordance With
LAN	Local Area Network
MHE	Materials Handling Equipment
MT	Measurement Ton, which measures 40 cubic feet.
OSHA	Occupational Safety and Health Act
OTO	One-Time-Only

PCS	Permanent Change of Station
PDS	Permanent Duty Station
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
RDD	Required Delivery Date
SDDC	U.S. Army Military Surface Deployment and Distribution Command
TCMD	Transportation Control and Movement Document
UB	Unaccompanied Baggage
WAN	Wide Area Network
WPS	Worldwide Port System
WT	Weight Ton

6.0 APPLICABLE DOCUMENTS

6.1 Applicable Reference Documents

The Contractor shall comply with the following guidance in its performance under the contract:

- 1) All applicable Department of Defense, Department of the Army, and Military Surface Deployment and Distribution Command regulations, policies, procedures, directives and instructions.
- 2) All applicable U.S. Government and State statutes.

Note: U.S. Army publications can be located at <http://www.usapa.army.mil/>

6.2 Specific Publications

DoD 4500.9R	Defense Transportation Regulation Part IV http://www.dtic.mil/perdiem/
DoD 4500.32R Volume II	Military Standard Transportation and Movement Procedures
USDA	Fumigation Guidelines and Procedures
AR55-71	Customs Requirements/DA Transportation of Personal Property
SDDC PAM 55-12	Transportation and Travel – Commercial Containers for DoD Household Goods Shipments
JFTR VOL I	Joint Federal Travel Regulation VOL I, http://www.dtic.mil/perdiem/
JTR VOL II	Joint Travel Regulation VOL II, http://www.dtic.mil/perdiem/
PPCIG VOL I, VOL II	Personal Property Consignment Guide CONUS/OCONUS http://www/SDDC.army.mil
ICC NMF 102D	Continental Directory of Standard Point Location Codes (SPLC)
NAVSUP Pub 490	Department of Navy Transportation of Personal Property NAVTRANS Home Page: www.navtrans.navy.mil

MCO 4600.39	Marine Corps Personal Property Transportation Manual
COMDINST M4050.6	Coast Guard Personal Property Transportation Manual USCG Home Page: www.uscg.mil
AF Supplement to JFTR Volume I, II	Air Force Personal Property Moving and Storage http://www.e-publishing.af.mil
AF 24-5	Air Force Transporting and Storing Personal Property
Domestic & International Personal Property Rate Solicitation	www.SDDC.army.mil (current and 4 previous versions)
AFJ124-231	Operational Policies and Procedures – Non-temporary Storage Household Goods http://www.e-publishing.af.mil
TOPS Users Manual	www.sddc.army.mil
TOPS Training Plan	www.sddc.army.mil

6.3 Specific Forms

Title	Subject
DD Form 1384-2	Transportation Control and Movement Document or Commercial Form approved by the Government
DD Form 1387	Military Shipment Label
USEUCOM Form 30-3	European Command Agriculture Inspection Certificate
DD Form 1857	Temporary Commercial Storage of Government Expense
DD Form 1164	Service Order for Personal Property
DD Form 1299	Application for Shipment and/or Storage of Property
DD Form 1840	Notice of Loss and/or Damage

6.4 Military Publications

If the Contractor is unable to obtain access to the SDDC website at www.sddc.army.mil, then the Government shall provide any required military publications to the Contractor not later than ten (10) working days prior to the contract performance period start date. The Government shall ensure that all publications initially received by the Contractor are current, and the Contractor shall ensure that all Government-furnished publications remain up to date and posted. All military publications referenced and provided to the Contractor by the Government shall remain the property of the Government and shall be returned to the Government upon contract expiration or termination. The Contractor's failure to obtain any of the required documents not furnished by the Government shall not be cause for the Contractor to reduce any service or performance, or an acceptable excuse for not complying with any contract term or condition.

7.0 Performance Requirements Summary. The Contractor shall perform under the contract in accordance with the following performance-based criteria.

Performance Objective	Performance Standard/ Measure	Acceptable Performance Level	Method of Surveillance	Corrective Action
#1 Receipt/ Handling-In IAW PWS paragraphs 4.3 through 4.3.2.5.	Contractor shall provide the following services without any damage to HHG/UB: a. Unstuffing containers b. Banding containers	100%	Contracting Officer Representative (COR) surveillance and random Government inspections IAW Government Quality Assurance Surveillance Plan (QASP).	Contractor shall rework/ replace or pay damages IAW Contract Discrepancy Report (CDR) and Sub- CLINs AA and AM. Contractor past performance will be annotated for each instance below 100%. In addition, Contractor shall pay the following for each instance performance falls below 100%: a. Un-stuffing/replacing containers - \$100.00 per container.

	c. Coopering/ marking containers d. Replacing containers			b. Banding/coopering/markings per container - \$25.00
#2 Storage IAW PWS paragraphs 4.4 through 4.4.9	Contractor shall store HHG/UB in such a manner as to prevent loss or damage, to include water damage, mold, mildew, and/or pilfering.	100%	Contracting Officer Representative (COR) surveillance and random Government inspections IAW Government Quality Assurance Surveillance Plan (QASP).	Contractor shall replace/ repair/clean HHG/UB IAW CDR and Sub-CLIN AB. Contractor past performance will be annotated and Contractor shall pay \$100.00 per container for each instance performance falls below 100%.
#3 Handling-Out IAW PWS paragraphs 4.5 through 4.5.7.3	Contractor shall remove HHG/UB from storage, place onto warehouse platform, obliterate old marking, mark shipment for final destination, and load onto line haul TSP's vehicle.	100%	Contracting Officer Representative (COR) surveillance and random Government inspections IAW Government Quality Assurance Surveillance Plan (QASP).	Contractor shall rework/replace or pay damages IAW with CDR and Sub-CLIN AC. Contractor past performance will be annotated and Contractor shall pay \$100.00 per container for each instance performance falls below 100%.
#4 Traffic Management Functions IAW PWS paragraphs 4.6 through 4.6.1.20.5	Contractor shall perform traffic management, including but not limited to, inputting/updating customer data in TOPS (or future automated Government system), entitlement counseling, customer notifications, maintaining customer files, converting lots to customers' expense, TSP selection and performance documentation, maintaining locator system and lot identification, IAW the DTR 4500.9R, JFTR/JTR and the PWS.	100%	Contracting Officer Representative (COR) surveillance and random Government inspections IAW Government Quality Assurance Surveillance Plan (QASP).	Contractor shall perform all aspects of traffic management and documentation, pay for misrouted shipments due to contractor error, pay for four (4) months shipment storage for failure to provide timely customer notification of entitlement expiration and conversion to commercial account, IAW DTR 4500.9R, JFTR/JTR, CDR, and PWS. Contractor past performance will be annotated and Contractor shall pay \$100.00 per identified incident/failure that falls under traffic management functions, when performance falls below 100%.

8.0 DELIVERABLES

8.1 Contract Documentation

The Contractor shall properly complete and deliver on schedule the following contract documentation to the designated Contracting Officer's Representative:

Document Type	Frequency	Number of copies	Medium and format	Deliver to
Contractor Quality Control Plan	Not later than ten	2	Paper and	Government

IAW PWS paragraph 4.7.1	(10) working days after contract award and after each option exercise		electronic file (MS Word, Excel, Project or PowerPoint)	Contracting Officer
Contractor Transition Plan IAW PWS paragraph 1.4.1.1.1	Once not later than sixty (60) working days after contract award	2	Paper and electronic file (MS Word, Excel, Project or PowerPoint)	Government Contracting Officer
Contractor Monthly Contract Performance Status Report IAW PWS paragraph 4.1.3.1	Monthly not later than five (5) working days after the end of each month	2	Electronic file (MS Word, Excel, Project or PowerPoint)	Government Contracting Officer's Representative
Contractor Monthly TOPS Report IAW PWS paragraph 4.1.3.2	Monthly not later than ten (10) working days after the end of each month	2	Electronic file (MS Word, Excel, Project or PowerPoint)	Government Contracting Officer's Representative
Contractor Flood Hazard Determination IAW PWS paragraph 3.1.3.	Not later than ten (10) working days after request by the Government	1	Electronic file (MS Word, Excel, Project or PowerPoint)	Government Contracting Officer

8.2 Documentation Inspection and Acceptance

The Contractor shall prepare and submit each required deliverable document to the Government for review and approval. The Government will review the delivered document, will determine whether it meets the contract requirements, and will either accept or reject it. If the Government determines that the delivered document is unsatisfactory, then the Contracting Officer will provide the Contractor with a written rejection letter not later than ten (10) working days after receipt of the document, and will also indicate using comments or corrections the reason for its rejection. The Contractor shall correct or update the document and shall resubmit it to the Government not later than five (5) working days after receipt of the Contracting Officer's written rejection letter.

9.0 CONTRACTOR MANPOWER REPORTING REQUIREMENT

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report all of its contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor is required to report the information at the following web address: <https://contractormanpower.army.pentagon.mil>.

The required information includes:

- a. Contracting Office, Contracting Officer, Contracting Officer's Representative;
- b. Contract number, including task and delivery order number;
- c. Beginning and ending dates covered by the reporting period;
- d. Contractor name, address, phone number, e-mail address, and identity of the contractor employee entering the data;
- e. Actual direct labor hours (including subcontractors);
- f. Actual direct labor dollars paid during the reporting period (including subcontractors);
- g. Total payments (including subcontractors);
- h. Predominant Federal Service Code (FSC) reflecting services provided by the contractor (and separate predominant FSC for each subcontractor if different);
- i. Estimated data collection costs;
- j. Personal Property Project Office Unit Identification Code (UIC) W0QFAA.
- k. Locations where the contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

l. Presence of deployment or contingency contract language; and
 m. Number of contractor and subcontractor employees deployed in theater during the reporting period (by country).
 As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period shall be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The Contractor may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site listed above.

52.212-1 ADDENDUM

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is \$23,500,000 in annual revenue.

(b) Submission of offers: Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. To receive consideration for award, offerors shall submit their prices/offers along with adequate documentation that establishes compliance with the evaluation factors. Documentation shall demonstrate a clear understanding of and ability to accomplish the requirements stated in the performance-Based work statement. As a minimum, offers must provide:

Price Volume 1 (original and four copies) :

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) Terms of any express warranty;
- (5) Contract Line Item (CLIN) and Sub Contract Line Item (SubCLIN) prices, and any discount terms;
- (6) "Remit to" address, if different than mailing address;
- (7) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete);
- (9) Acknowledgment of Solicitation Amendments; and
- (10) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

Technical Volume 2 (original and four copies) : The offeror shall submit technical documents in accordance with the evaluation criteria outlined in the solicitation. The section shall not exceed fifteen (15) pages, and shall include the following information:

1. Verification from qualified engineer or authority that facility does not fall within 100-year flood plain.
2. Certificate of Warehouseman's Legal Liability Insurance.
3. Fire system maintenance contract. Facility must have a Sprinkler or Detection and Reporting (D&R) system that is recognized and is receiving credit by the appropriate insurance rating organization (ISO).
4. Evidence of maintaining a primary and secondary locator system that shows identification of lots stored.
5. *Reserved*
6. Proof of ownership, lease or written commitment for sufficient warehouse space.

Past Performance Volume 3 (original and four copies) : Past performance information, to include recent and relevant contracts for the same or similar items and other references, using the attached form (including contract numbers, points of contact with telephone numbers and other relevant information). Offerors may submit information concerning contracts (and subcontracts, if any) which are relevant in demonstrating its ability to perform the required effort.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for **90** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(e) Late submissions, modifications, revisions, and withdrawals of offers:

(f) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due. Offers shall be submitted as hard copy for the original. Copies may be submitted on a disk/CD, in a format compatible with Microsoft Windows XP operating system.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and

Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 ADDENDUM

ADDENDA TO 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

I. SUMMARY:

This acquisition is for the purpose of acquiring non-temporary storage services for a maximum period of nine (9) years. The award will result in a firm fixed-price (FFP), indefinite delivery – indefinite quantity (IDIQ) contract. The initial period of performance is six (6) months, with six (6) optional annual periods, and one (1) optional thirty (30) month transition period. The following criteria will be used to evaluate the written technical approach and price proposals. Contract award will be made to the responsible offeror with acceptable past performance that submits the lowest cost/technically acceptable proposal. It is the Government's intention to award without discussions. If discussions are required the government will document the file and identify the acceptable proposals and develop a competitive range IAW FAR 15.306(c).

II. EVALUATION FACTORS:

1. Cost

2. Technical
3. Past Performance

III. RELATIVE ORDER OF IMPORTANCE OF EVALUATION FACTORS:

All offerors must submit acceptable technical and past performance proposals to be retained in the competitive range, and will be ranked equally.

IV. BASIS FOR AWARD:

An award will be made to the responsible offeror within the competitive range whose proposal conforms to the solicitation requirements and represents the *lowest overall cost* to the Government.

V. INSTRUCTIONS TO OFFERORS:

To receive consideration for award, offerors shall submit their offers along with adequate documentation that supports the factors listed below. Offerors shall also acknowledge receipt of all amendments. Documentation shall demonstrate a clear understanding of, and the ability to, accomplish the requirements stated in the Performance Work Statement (PWS).

FACTOR 1: *Cost. Each offeror shall provide a price proposal specifying prices for all CLINs/SubCLINs for the nine (9) year period of performance.*

FACTOR 2: Technical. The technical section shall not exceed fifteen (15) pages. Each offeror shall provide the following information :

1. Verification from a qualified engineer or authority that facility does not fall within a one hundred (100)-year flood plain.
2. Certificate of Warehouseman's Legal Liability Insurance.
3. Possession of a fire system maintenance contract. The storage facility must have a Fire Sprinkler system and a Detection and Reporting (D&R) system that are recognized, and is receiving rate credit by the appropriate insurance rating organization (ISO).
4. Evidence of maintaining a primary and secondary locator system that shows identification of lots stored.
5. *Reserved*
6. Proof of ownership, lease or written commitment for sufficient warehouse space.

FACTOR 3: Past Performance. Each offeror should submit information on at least four (4) contracts (Government and/or Commercial) that were performed within the past five (5) years, or are currently being performed to substantiate its past performance on work efforts similar in size, scope, magnitude, complexity, and cost as those outlined in the PWS. The past performance data can include information on contracts for which the offeror, has performed, or is performing, as a prime contractor, subcontractor or principal. Each offeror shall provide a list of past performance references using the attached document with its offer.

NOTE: In the event that an offeror has no Past Performance history (e.g., a new firm) this rating factor will be considered to be neutral and will neither increase nor decrease an offeror's overall rating.

VI. EVALUATION APPROACH:

Selection of the successful offeror will be made based upon the evaluation criteria stated below:

A. COST

The Government will evaluate the total overall cost of each offer based upon the offeror's price proposal consisting of the priced CLINs/SubCLINs and the informational drayage cost factor SubCLINs. Price proposals will be analyzed for reasonableness and completeness, which may include a comparison of the offeror's proposed prices to those of other offerors, to prices paid under the same or similar contracts, and to other reasonable data. A price proposal found to be unrealistically low may reflect a lack of understanding of requirements. The price proposals will be reviewed to ensure all elements and performance periods are priced and no errors are identified in the calculations.

The Government will be responsible for transportation of household goods/unaccompanied baggage shipments to the contractor's storage facility. Since the contractor's storage facility may be located anywhere within the Continental United States, the Government will take into consideration the cost of the surface transportation (drayage) of the shipments to the contractor's storage facility at the Government's expense in determining the total cost of the offer to the Government. Offerors must provide prices for the Drayage Cost Factor SubCLINs 000101 through 000107 in their price proposals using the below Drayage Cost Factor Mileage Charges, which are standard drayage charges that the Government will pay for commercial drayage of the household goods/unaccompanied baggage from the port of Norfolk, Virginia. The SubCLINs 000101 through 000107 are informational CLINs that will be used by the Government only for proposal evaluation purposes, and will not be incorporated into the resultant contract nor invoiced for by the Contractor.

Drayage Cost Factor Mileage Charges

<i>Point of Departure</i>	<i>Mileage Distance</i>	<i>Rate</i>	<i>Unit</i>
<i>Norfolk, Virginia</i>	<i>0 to 24 miles</i>	<i>\$135</i>	<i>Per Container</i>
<i>Norfolk, Virginia</i>	<i>25 to 50 miles</i>	<i>\$230</i>	<i>Per Container</i>
<i>Norfolk, Virginia</i>	<i>51 to 75 miles</i>	<i>\$4.5</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>76 to 100 miles</i>	<i>\$4.4</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>101 to 150 miles</i>	<i>\$4.2</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>151 to 200 miles</i>	<i>\$3.9</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>201 to 250 miles</i>	<i>\$3.15</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>251 to 300 miles</i>	<i>\$2.85</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>301 to 350 miles</i>	<i>\$2.45</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>351 to 400 miles</i>	<i>\$2.3</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>401 to 450 miles</i>	<i>\$2.15</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>451 to 500 miles</i>	<i>\$2.05</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>501 to 600 miles</i>	<i>\$2</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>601 to 750 miles</i>	<i>\$1.8</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>751 to 900 miles</i>	<i>\$1.75</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>901 to 1050 miles</i>	<i>\$1.65</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>1051 to 1200 miles</i>	<i>\$1.55</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>1201 to 1350 miles</i>	<i>\$1.5</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>1351 to 1500 miles</i>	<i>\$1.35</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>1501 to 1750 miles</i>	<i>\$1.3</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>1751 to 2000 miles</i>	<i>\$1.2</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>2001 to 2250 miles</i>	<i>\$1.15</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>2251 to 2500 miles</i>	<i>\$1</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>2501 to 2750 miles</i>	<i>\$.95</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>2751 to 3000 miles</i>	<i>\$.90</i>	<i>Per Mile by Container</i>
<i>Norfolk, Virginia</i>	<i>3001 to 3250 miles</i>	<i>\$.90</i>	<i>Per Mile by Container</i>

B. TECHNICAL

1. The Government will evaluate the offeror's technical proposal to determine whether the information provided by the offeror in its proposal demonstrates compliance with solicitation requirements, understanding of requirements, and ability to provide non-temporary storage services with emphasis on the age/condition, types, mix and quantities of storage facilities and equipment, storage facilities and equipment maintenance policy, and ability to provide additional or specialized storage facilities and equipment on short notice during periods of increased workload or contingency operations.

2. The following are the definitions of technical capability evaluation assessment ratings:

PASS – Contractor’s proposal meets all requirements on the evaluation factors.

FAIL – Contractor’s proposal does not meet all requirements on the evaluation factors.

C. PAST PERFORMANCE

1. The Government will conduct a performance risk assessment based upon the quality of the offeror’s past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror, including the offeror’s adherence to contract schedules, administrative aspects of performance, the offeror’s history for reasonable and cooperative commitment to customer satisfaction, etc.

2. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided by the offeror in its proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to provide thorough and complete past performance information.

3. Each performance risk assessment will consider significant achievements, the number and severity of problems, the effectiveness of corrective actions taken, and the overall work record. The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror’s performance on a list of contracts, but rather the product of subjective judgment of the evaluation team after it considers all available information. The following are the definitions of performance risk assessment ratings:

PASS (Low/Moderate Risk) – Based on offeror’s past performance record, little or no doubt exists that the offeror will successfully perform the required work.

FAIL (High Risk) – Based on the offeror’s past performance record, extreme doubt exists that the offeror will successfully perform the required effort.

NEUTRAL (Unknown Risk) – No relevant performance record is identified upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the offeror. This is neither a negative or positive assessment.

4. Offerors are cautioned that the Government reserves the right to use data provided by the offeror in its proposal and to obtain data from other sources in conducting the performance risk assessment. Since the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

(End of provision)

The following have been deleted:

IDC CONSTRAINTS

(End of Summary of Changes)